

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT, IN AND
FOR LEON COUNTY, FLORIDA

ARMANI RAJI and KIMBERLY L.
SWYGERT on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

THE COLLIER COMPANIES, INC. and
PARADIGM PROPERTIES MANAGEMENT
TEAM, INC.,

Defendants.

Case No. 2021-CA-000002

**JOINT MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND SUPPORTING MEMORANDUM**

Plaintiffs, Armani Raji and Kimberly L. Swygert (“Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendants The Collier Companies, Inc. (“Collier Companies”) and Paradigm Properties Management Team, Inc. (“Paradigm”) (collectively, “Defendants”) respectfully request that the Court grant preliminary approval of the proposed class action settlement described in detail in the Class Action Settlement Agreement attached hereto as Exhibit A and any exhibits attached thereto.

I. CONCISE STATEMENT OF THE PRECISE RELIEF REQUESTED

The Parties file this motion requesting that the Court preliminarily approve a class action settlement, certify a settlement class, and direct that Notice, as proposed, be sent to the Settlement Class members. The Parties, respectfully request that the Court enter an order of Preliminary Approval.

II. STATEMENT OF THE BASIS FOR THE REQUEST

This is a class action wherein Plaintiffs contend that Defendants violated the Florida Consumer Collection Practices Act, Section 559.55, Fla. Stat. (“FCCPA”) and sections 83.40 and 83.595, Fla. Stat. of the Florida Landlord and Tenant Act (“FRTLA”) by charging/collecting accelerated rent and accelerated late fees following default of a residential lease by tenants. The Parties reached a Settlement Agreement, wherein Defendants agreed to the establishment of two subclasses, an Actual Damages¹ class and an Injunctive Relief class.

Regarding members of the Actual Damages class, Defendants have agreed to issue a refund to any class members who return a valid Claim Form of any amounts paid by that class member following the Damages Period as calculated in Section 4 of the Settlement Agreement. This calculation deducts two months, plus an additional month if the tenant did not provide 30 days’ notice of the lease termination if required by their lease. These deductions are equal to the statutory amounts that a residential landlord may permissibly charge to a tenant by immediate demand, if permitted by the lease, in the event of certain breaches of the lease pursuant to the Florida Residential Landlord Tenant Act (Fla. Stat. §§ 83.575 and 83.595). Defendants have also agreed to take the steps necessary to request deletion or modification of the credit reporting trade-line to remove any reporting for accelerated rent and/or accelerated late fees and to cease collection efforts of any outstanding balance consistent with the relief provided to both of the Classes which are defined herein.

Regarding the Injunctive Relief class, Defendants have agreed to provide non-monetary relief in the form of a revision of residential leases, a change in the practice of collecting

¹ Any capitalized terms herein have the same meaning as those defined terms in the Settlement Agreement.

accelerated late fees and/or rent; cease all attempts to collect any outstanding balance for accelerated rent and accelerated late fees for all class members, however, the Defendants reserve the right to assert these amounts as recoupment in any individual or class action suit brought against it, and to request, and make reasonable efforts to ensure, that all credit reporting agencies to whom the debt has been reported remove negative tradeline reporting balances pertaining to accelerated fees and/or accelerated rent. The proposed relief to the class members is described in greater detail in Section 4 of the Settlement Agreement.

Additionally, the Parties have agreed to a Notice plan and claims process that includes the use of a third-party Claims Administrator. The Claims Administrator will send out the Notice to all class members via first class mail and the Claims Administrator will provide a Claim Form to the members of the Actual Damages class. The Parties assert that the terms of the settlement are fair and reasonable, and the Notice comports with due process requirements. Thus, the Parties' respectfully submit this Joint Motion seeking the Court's preliminary approval of the Settlement and further direct Notice to be issued, thereby allowing Class Members to evaluate the terms of the Settlement and submit claims or request exclusion or submit to the Court any reason it does not believe the Settlement is fair or reasonable.

III. MEMORANDUM OF LEGAL AUTHORITY

a. Terms of the Settlement

The proposed settlement requires Defendants to do the following: (1) issue a refund to Actual Damages class members in accordance with the calculation of damages set forth in Section 4 of the Settlement Agreement; (2) cease all attempts to collect any outstanding balance for accelerated rent and accelerated late fees for all class members, however, the Defendants reserve the right to assert these amounts as recoupment in any individual or class action suit brought

against it; (3) change its practices and remove negative credit reporting with respect to all class members in accordance with Section 4 of the Settlement Agreement; (4) separately pay attorneys' fees and costs in an amount to be agreed to by the parties or determined by the Court; (5) pay a Service Award of \$5,000.00 for each named Plaintiff; (6) deposit and replenish \$300,000.00 into an interest-bearing money market account as security for the amounts being paid under this agreement; (7) pay the costs of the Class Administration. *See, generally*, Settlement Agreement, Ex. A. Based on discovery and evidence adduced in this litigation, the Parties estimate that compensable damages secured by the Settlement exceeds: \$13,282,402.00.

b. Certification of the Settlement Class for Settlement Purposes Is Warranted

In deciding whether to grant preliminary approval, some courts have also made a preliminary inquiry into whether the requirements of Fed. R. Civ. P. 23 for certification of a class for settlement purposes are satisfied. *See, e.g., Legg v. E-Z Rent A Car, Inc.*, No. 614CV1716ORL40DAB, 2015 WL 10818745, at *1 (M.D. Fla. May 28, 2015) (Byron, J.) (addressing Rule 23 factors in preliminary approval Order).² Each of those requirements are satisfied here for settlement purposes, for the two proposed Settlement Classes, defined as:

Actual Damages class:

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who received a notice demanding payment of accelerated late fees and/or accelerated rent and who did make payment to Defendants following such notice within the Class Period.

Injunctive Relief class:

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who within the Class Period, received a notice

² Florida Rule of Civil Procedure is patterned on Rule 23 of the Federal Rules so Florida courts consider case law interpreting Rule 23 as persuasive. *Broin v. Philip Morris Co.* 641 So.2d 888, n.1 (Fla. 3rd DCA 1994).

demanding payment of accelerated late fees and/or accelerated rent and who did not make payment to Defendants.

As to Rule 1.220(a), there are approximately 3,177 class members in the Actual Damages class and 6,295 class members in the Injunctive Relief class (numerosity), all class members make the same claim – that Defendants’ practice of demanding accelerated rent and/or accelerated late fees is in violation of the FRTLA and FCCPA (commonality). The only distinction between the two classes is whether the class member actually made a payment after a demand. Plaintiffs’ claims are the same as class members’ claims and Plaintiffs are not subject to any unique affirmative defenses (typicality), and Plaintiff and Class Counsel have zealously litigated the claim, attended mediations and secured full relief, and have no interests antagonistic to the class (adequacy). As to Rule 1.220(b)(3), pursuant to the terms of the Settlement Agreement, there are no individual issues precluding class treatment (predominance), and class treatment is the best method of adjudication, as seen in the fact that every class member received virtually full relief without the need for numerous (and duplicative) individual cases (superiority). *See Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106-07 (Fla. 2011) (outlining requirements for class certification). Thus, certification of the Settlement Class is warranted.

c. The Proposed Notice Is the Best Practicable Notice and Comports with Due Process Requirements

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to class members by sufficiently informing them of the pendency of the Action and providing an opportunity to be heard or opt out, and must be the “best notice practicable” under the circumstances. *Nelson v. Wakulla County*, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). To satisfy such requirement, individual notice should be provided to Class Members who can be identified

through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)).

Here, the Parties agree to send direct, individual Notice by first class mail to members of the Settlement Class. Individual, direct notice by mail clearly comports with due process requirements. *See, e.g., Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Moreover, the Notice provides a clear explanation of the terms of the Settlement, that Class Counsel would seek an amount for attorneys' fees and service award (and that such fees and costs did not reduce the payment amount to class members), informs class members of their right to object to seek exclusion and the method by which to do so, and provides an opportunity to be heard at a Fairness Hearing to be scheduled after the Notice period and before final approval. *See, generally*, Settlement Agreement and Proposed Notice attached hereto; *see also Nolan v. Integrated Real Estate Processing, LP*, No. 3:08-CV-642-J-34HTS, 2009 WL 10670779, at *7 (M.D. Fla. Sept. 9, 2009) (setting forth what should be included in Notice of settlement).

Thus, the Notice provided to Settlement Class Members constitutes the best notice practicable and comports with due process requirements.

d. The Terms of the Settlement are Fair and Reasonable

Preliminary approval of a class action settlement “is not binding, and it is granted unless a proposed settlement is obviously deficient.” *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646CIVCOHNSELTZ, 2010 WL 2401149, at *2 (S.D. Fla. June 15, 2010). “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Id.* These requirements are readily satisfied here, as demonstrated above and in the exhibits hereto. *City of L.A. v. Bankrate, Inc.*, 2016 U.S. Dist. LEXIS 115071, *14-15 (S.D. Fla. Aug. 24, 2016)

(granting preliminary approval of proposed class action settlement where “the proposed settlement was made after mediation was conducted,” “[t]he negotiations appear to have been made in good faith and there do not appear to be any obvious deficiencies,” and the settlement amount “appears to be within the range of reasonableness”); *Almanzar v. Select Portfolio Servicing, Inc.*, No. 1:14-CV-22586-FAM, 2015 WL 10857401, at *2 (S.D. Fla. Oct. 15, 2015) (granting preliminary approval, finding that proposed class action settlement was based on “informed, good-faith, arms-length negotiations between the Parties and their capable and experienced counsel,” and settlement was “within the range of reasonableness and possible judicial approval”).

As will be set forth in greater detail in the Motion for Final Approval – and as demonstrated by the attached Settlement Agreement – all six factors used by courts to evaluate the fairness and adequacy of a settlement favor approval here. *See Nelson v. Wakulla County*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008) (outlining six factors) (*citing Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 n. 6 (11th Cir. 1994) (same)). Indeed, there was no fraud or collusion in the settlement, which rather was entered into after arms-length negotiations and with the assistance of an experienced and well-respected mediators, this litigation is complex and expensive, Plaintiffs elicited extensive discovery demonstrating the contours of the Settlement Classes and Defendants’ practices and procedures, the likelihood of success is uncertain, Plaintiffs secured damages sought in the form of a refund of a portion of paid accelerated rent and fees, injunctive relief and debt waiver as well as an agreement that the Defendants would revise their residential leases and discontinue the practice of assessing or otherwise charging residential tenants at all Class Properties accelerated late fees and/or accelerated rent except as permitted by applicable law. Plaintiffs and their counsel believe that securing these agreements in addition to damages as set forth more fully in the Settlement Agreement, is an excellent result for the classes. Further, it should be noted that

notwithstanding this Settlement, Defendants continue to deny any fault or wrongdoing to the Plaintiff or the designated Classes. This result was obtained to avoid further costs for a heavily disputed legal claim with complex legal issues and uncertainties for all Parties. Additionally, Defendant, Paradigm Properties Management Team, Inc., recently entered into a settlement term sheet with the Plaintiff in the case of Lauren Crabtree and David Sheehan vs. Paradigm Properties Management Team, Inc, et al in the United States District Court for the Northern District of Florida in case 2025-cv-0066-AW-MAF involving similar claims.

For all these reasons, the Parties respectfully submit there are no obvious deficiencies to the Settlement Agreement precluding preliminary approval – indeed, the Settlement provides Class Members in the Actual Damages Class with a potential refund and the full relief sought in the Complaint for the Injunctive Relief Class. *See, e.g., Wilson v. EverBank*, No. 14-CIV-22264, 2016 WL 457011, at *1 (S.D. Fla. Feb. 3, 2016) (securing virtually full damages for class members who submit valid claims is “extraordinary result.”).

For the convenience of the Court, Plaintiff submits the following proposed schedule, which is also reflected in the attached Proposed Order submitted for the Court’s consideration:

PROPOSED SCHEDULE

#	Action	Deadline
1	Deadline for Settlement Administrator to mail out direct mail notice (“Notice Date”)	Thirty-five (35) days after entry of the PAO
2	Deadline for Settlement Class Members to opt-out of the Agreement	Thirty (30) days after the Notice Date
3	Deadline for submission of Notice of Intent to object to agreement	Forty-five (45) days after the Notice Date
4	Deadline for Settlement Class Members to return Claim Form	Sixty (60) days after the Notice Date

5	Deadline for Class Counsel to file their Motion for Final Approval of the Settlement, application for attorneys' fees, costs and expenses, and for a service award for Plaintiff.	Ninety (90) days after entry of PAO
6	Deadline for Settlement Administrator to file proof of completion of Notice, along with complete and accurate Opt-Out list	Ten (10) days before Fairness Hearing
8	Fairness Hearing and hearing on the application for attorneys' fees, costs and expenses, and for the service award for Plaintiff	On the date listed in this Order. [At least 105 days after entry of PAO]

CONCLUSION

The Parties respectfully request that the Court grant final approval of the proposed Settlement, and enter an order of preliminary approval.

[SUBMISSION JOINT SIGNATURE BLOCK ON FOLLOWING PAGE]

Respectfully submitted,

<p>/s/ <u>Robert G. Churchill, Jr.</u> CHURCHILL LAW GROUP, PLLC Robert G. Churchill, Jr. (FBN 0568295) Post Office Box 5122 Tallahassee, FL 32314 (850) 668-6700 Emails: Robert@ChurchillLawGroup.com; Eservice@ChurchillLawGroup.com Co-Counsel for Plaintiffs</p>	<p><u><i>s/Frank A. Zacherl</i></u> Frank A. Zacherl, Esq. Florida Bar No. 868094 FZacherl@shutts.com Oliver Sepulveda, Esq. Florida Bar No. 111763 OSepulveda@shutts.com SHUTTS & BOWEN LLP 200 South Biscayne Boulevard, Ste. 4100 Miami, FL 33131 Telephone: (305) 358-6300 <i>Lead Counsel for Defendants</i></p>
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Additional Counsel for Plaintiffs Include:

<p>David H. Abrams Fla. Bar No. 0692484 P.O. Box 568587 Orlando, Florida 32856 Phone (407)601-3635 Facsimile (850)222-0206 Email: David@dhabramslaw.com Alt Email: Barbara@dhabramslaw.com</p>	<p>Dean R. LeBoeuf, Esquire Florida Bar No.: 0328715 909 East Park Avenue Tallahassee, Florida 32301 Phone: 850-222-2000 Fax: 850-222-9757 Email: Dean@tallahasseeattorneys.com</p>
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EXHIBIT

“A”

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON
COUNTY, FLORIDA

Armani Raji and Kimberly L.
Swygert on behalf of themselves
and others similarly situated,

CASE NO.: 2021 CA 000002

Plaintiffs,

v.

The Collier Companies, Inc. and
Paradigm Properties Management
Team, Inc.

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the "Settlement Agreement"), made as of the Execution Date, is by and between Armani Raji and Kimberly L. Swygert ("Plaintiffs") (acting individually and on behalf of the Settlement Class), and The Collier Companies, Inc. and Paradigm Properties Management Team, Inc. (collectively, "Defendants").

RECITALS

WHEREAS, Plaintiffs filed a proposed class action in the above-captioned matter (the "Litigation");

WHEREAS, Plaintiffs (with Jane and John Doe co-plaintiffs) also filed a companion proposed class action in the Court (Case No. 2024-CA-00462) (the "Second Litigation");

WHEREAS, the Second Litigation is identical in form, fact, and substance to the Litigation, but incorporates Jane and John Doe co-plaintiffs and additional defendants;

WHEREAS, in the Litigation and Second Litigation, Plaintiffs contend that defendants violated Section 559.55 Fla. Stat. (the Florida Consumer Collection Practices Act ("FCCPA")) and Section 83.40 and 83.595 Fla. Stat. (the Florida Residential Landlord and Tenant Act ("FRLTA")) by charging/collecting accelerated rent and accelerated late fees following default of a residential lease by tenants (collectively, the "Claims");

WHEREAS, Plaintiffs and Defendants have conducted a thorough examination and investigation of the facts and law related to the Claims, and believe that settlement of the Claims is mutually desirable to terminate the Litigation and Second Litigation;

WHEREAS, Plaintiffs and Class Counsel recognize the costs and risks of prosecuting the Litigation and Second Litigation, believe that it is in the interest of Plaintiffs and the Settlement Class to resolve finally and completely the Claims, and have considered the particular attendant risks and uncertainties of litigation, as well as the difficulties and delays inherent in the same, including (a) uncertainty inherent in establishing liability; (b) uncertainty inherent in various theories of damages; and (c) desirability of consummating this Settlement Agreement promptly to provide effective relief to the Settlement Class to minimize further expenses;

WHEREAS, Plaintiffs and Defendants have conducted arm's-length settlement negotiations and, with the assistance of experienced mediator, and the execution of a term sheet, have reached this Settlement; and

WHEREAS, the undersigned believe that the terms and conditions of this Settlement Agreement offer significant benefits to, and is fair, reasonable, adequate, and in the best interest of, the Parties and the Settlement Class.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned stipulate and agree, subject to the approval of the Court, as follows:

DEFINITIONS

The following terms used in this Settlement Agreement shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

“Attorneys’ Fees and Costs” means attorney fees and litigation costs through the date of the Fairness Hearing related to Count I of the Second Amended Complaint in the Litigation.

“Claim Form” means a timely and fully-completed form provided along with the Notice, which must be returned to the Claims Administrator by a Settlement Class Member by the deadline contained in the Notice. Class Members must provide fully and properly completed Claim Forms to the Claims Administrator on or before the deadline contained in the Notice. Late or incomplete Claim Forms are not eligible for recovery or payment under this Settlement.

“Class Counsel” means: David H. Abrams, The Law Office of David H. Abrams, Post Office Box 568587, Orlando, Florida 32806; Robert Churchill, Churchill Law Group, PLLC, 908 Thomasville Road, Tallahassee, Florida 32303; and Dean R. LeBoeuf, Brooks, LeBoeuf, Foster & Gwartney, PA, 909 E. Park Ave., Tallahassee, Florida 32301.

“Class Period” means January 1, 2017 – August 21, 2024.

“Class Property” means those properties designated and determined between the parties and counsel as Florida student housing properties, and does not include properties designated and determined between the parties and counsel as Florida non-student housing properties, to wit, the following communities:

- a. College Park at Midtown
- b. Gainesville Place
- c. IQ Luxury
- d. Lexington Crossing
- e. Lux 13
- f. Museum Walk
- g. Oxford Manor
- h. The Reflections
- i. Seminole Grand
- j. The Crossing at Santa Fe
- k. The Enclave
- l. The Landings at Appleyard
- m. The Landings
- n. The Preserve at San Luis
- o. West 10

p. NEED TO ENSURE THIS INCLUDES THE SECOND LITIGATION AND
LEGAL ENTITIES INVOLVED WITH EACH PROPERTY – DEFINE THIS
AND LIST OUT

“Class Representatives” or “Representative Plaintiffs” means Plaintiffs.

“Court” means the Circuit Court, Second Judicial Circuit, Leon County, Florida.

“Effective Date” means the date this Settlement Agreement becomes effective and shall be five (5) days after the date when the judgment in the Litigation is final under Florida law, based on the latest to occur of the following:

- A. in the absence of any Objection or intervention in this matter by any member of the Settlement Class, upon entry of the Final Order, or
- B. in the event of any Objection, the date on which
 - (i) the Final Order has been entered by the Court and
 - (a) the applicable period for any appeal from the Final Order has expired without any notice of appeal having been filed, or
 - (b) all such appeals have been dismissed and the mandate has issued; or
 - (ii) the appropriate appellate court has issued its mandate following a final opinion or judgment affirming the Final Order, which
 - (a) is no longer subject to any further appellate challenge, or
 - (b) has been affirmed by the highest appellate court with jurisdiction.

“Execution Date” means the date the last signature is affixed hereto.

“Fairness Hearing” means the final hearing in the Litigation to determine, at the least: (1) the merits of any Objection; (2) whether to grant final approval to this Settlement pursuant to Rule 1.220 of the Florida Rules of Civil Procedure as fair, reasonable, adequate, and in the best interests of the Settlement Class and to authorize all acts necessary to consummate and effectuate the terms and conditions hereof; and

(3) whether the Court will enter a Final Order; (4) approve the amount of Attorneys' Fees and Costs negotiated by the parties or determine the amount of Plaintiff's Attorney's Fees and Costs at the hearing if the parties have not agreed to an amount at the time of the Fairness Hearing; and (5) such other matters as the Court may deem necessary and appropriate.

"Final Order" means the order(s) and final judgment(s) of the Court finally approving this Settlement, setting the amount of attorneys fees and costs to be paid to Class Counsel, dismissing the Litigation with prejudice, and directing the dismissal with prejudice of the Second Litigation.

"Notice" means the written notice to provided to all members of the Settlement Class by first class mail, explaining in plain English the terms of the settlement and how members of the Settlement Class may benefit from the Settlement. The Notice shall include a Claim Form for Class Members to complete and shall advise Class Members of the deadline by which this Claim Form must be returned to the Claims Administrator.

"Notice Date" means the date that Claims Administrator places any Notice in the U.S. Mail for delivery.

"Notice Expenses" means all reasonable costs and expenses incurred in connection with preparing, printing, and mailing the Notice.

"Opt-Outs" shall mean and refer to all individuals who have elected to opt out of this settlement by following the procedures prescribed herein.

"Opt-out Date" is the deadline by which the Settlement Class Members must request to be excluded from the Settlement as described below.

“Parties” means the Plaintiffs and Defendants, as well as any other party or entity Defendants require to be released for purposes of this Settlement.

“Preliminary Approval Hearing” means the hearing at which the Court considers preliminary approval of this Settlement Agreement.

“Preliminary Approval Order” means the order(s) of the Court preliminarily approving the Settlement, as described in Paragraphs entitled “Joint Motion for Preliminary Approval” below.

“Related Parties” means Defendants (including all defendants named in the Second Litigation) and their past and present officers, directors, agents, designees, managers, servants, sureties, attorneys, accountants, employees, parents, associates, shareholders, general or limited partners or partnerships, parents, subsidiaries, divisions, affiliates, joint or co-venturers, insurers, and all of each of their predecessors or successors in interest, assigns, advisors, heirs, receivers, executors, trusts, or personal or legal representatives.

“Released Parties” means Defendants, all Related Parties, and Plaintiffs.

“Released Claims” means all claims arising from or relating to Defendant’s charges for accelerated rent or accelerated late fees during the Class Period, arising from or relating to Defendant’s compliance with FRLTA, arising from or relating to Defendant’s compliance with FCCPA, or all claims which could have been asserted in this action, as defined in Paragraph 6(1) on page 23 of this Agreement.

“Settlement” means the agreement reflected in this Settlement Agreement.

“Settlement Check” means any payment check issued by Claims Administrator to any Settlement Class Member.

“Settlement Class” means individuals or entities who were charged or pursued for Accelerated Rent or Accelerated Late Fees during the Class Period.

“Settlement Class Members” means the Settlement Class, excluding Opt-Outs.

“Trigger Date” means (i) the final day of the month in which such Settlement Class Member provided written notice of termination or abandonment as required by their residential lease; or (ii) if no such written notice was provided by Settlement Class Member, the final day of the last month in which such Settlement Class Member made payment of monthly rent in full as required by their residential lease.

REQUIRED EVENTS

Promptly after the execution of this Settlement Agreement by all of the undersigned:

1. Paradigm shall deposit \$300,000.00 into an interest-bearing money market account as security for the amounts being paid under this agreement. Paradigm may draw on the account to pay obligations under this agreement, but must replenish the account to the amount of \$300,000.00 if at any point the account balance drops below \$250,000.00. Paradigm agrees and warrants that it will not close the account or withdraw funds for its own use without a court order or written agreement of the parties. However, in no event shall any sum be required to be held in the account following the expiration of thirty (30) days after payment of attorney fees and costs agreed to under the terms of this agreement or awarded by the Court or the final approval of the settlement, whichever occurs later. If any monies remain in this account following the expiration of thirty (30) days after payment of relief to the Settlement Class,

claims administration fees, attorney's fees, costs, and other monies payable by Defendant under this settlement, Defendant shall be entitled to take possession of those monies within 30 days after the Effective Date of this settlement.

2. The Parties shall file a Joint Motion for Preliminary Approval and supporting brief notifying the Court that Plaintiffs and Defendants have reached a Settlement and requesting a Preliminary Approval Hearing.
3. As part of the Claims Administration, Defendants shall provide Class Counsel and the Settlement Administrator with the names and last known addresses of Settlement Class Members (the "Class List"), along with an affidavit or other certification attesting to the accuracy of said information available following a reasonable and diligent search of their records. This Class List shall only be accessible by Defendant, Class Counsel, and the Settlement Administrator, and shall only be used in connection with the administration of this settlement. The parties agree that this Class List contains personally identifying information for each class member, and shall take reasonable measures to keep the Class List confidential and protect this personally identifying information. Class Counsel may only use the Class List in connection with administration of the settlement, and may not use the Class List to solicit clients for other lawsuits or other purposes not related to administration of this settlement. The Class List may not be filed with the Court. Class counsel must keep the Class List confidential, and may not share it with third parties, including other law firms, marketing entities, or competitors of Defendant. Defendant is providing this list solely for the purpose of administering the settlement (e.g., sending notices and

processing claims). Class Counsel shall be permitted to keep one copy of this list for one year after the Final Judgment is entered, for the purpose of communicating with class members who may contact Class Counsel with questions regarding this case. After one year has elapsed from the date that the Final Judgment is entered, Class Counsel shall destroy all copies of the Class List and shall not maintain a copy.

4. Class Counsel and Defendants shall take all necessary steps to obtain preliminary approval of the Settlement by means of the "Joint Motion for Preliminary Approval" asking the Court to certify the Settlement Class and preliminarily approve the terms of the Settlement Agreement. Class Counsel and Defendants shall take any other necessary steps, subject to their ethical constraints, to obtain preliminary approval of the Settlement Agreement and, having done so, shall take all steps necessary consistent with this Settlement Agreement to obtain final approval of the Settlement and the dismissal with prejudice of the Litigation.

SECTION 1: PRELIMINARY APPROVAL OF SETTLEMENT

1. Within thirty (30) days of the Execution Date, the Parties agree to cooperate in the preparation, completion, and filing of a Joint Motion for Preliminary Approval of Class Action Settlement (the "Joint Motion for Preliminary Approval"), which among other things shall: (a) notify the Court that Plaintiffs and Defendants have reached this Settlement and shall be accompanied by a supporting brief; (b) request that the Court certify the Actual Damages Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(a) and 1.220(b)(3) and the Injunctive Relief Settlement Class pursuant to Florida Rule of Civil

Procedure 1.220(b)(2) and 1.220(b)(3); (c) request that the Court preliminarily approve the terms of this Settlement in a Preliminary Approval Order; (d) request that the Court approve the proposed Notice and use thereof as provided herein; (e) request the approval of the Representative Award; and (f) request a hearing on the Joint Motion for Preliminary Approval (the "Preliminary Approval Hearing") and Fairness Hearing; and (g) request court approval of the settlement administrator selected by the parties.

2. No later than five (5) business days prior to the Preliminary Approval Hearing, Plaintiffs and Defendants shall mutually agree on the substance and form of (a) such additional briefing as necessary to, *inter alia*, set forth the standard and evidence supporting certification of a settlement class pursuant to Florida Rule of Civil Procedure 1.220; (b) such additional briefing as necessary to establish the standard for granting preliminary approval; (c) the proposed Notice; and (d) the proposed Order Granting Preliminary Approval of Class Action Settlement.

3. Plaintiffs and Defendants shall take other necessary steps to obtain preliminary approval of this Settlement from the Court, and following such approval, shall continue to take steps consistent with the Settlement Agreement and any Court order to obtain a Final Order. If the Court fails to grant the Preliminary Approval Order (as hereinafter defined), Plaintiffs and Defendants agree to use reasonable efforts, consistent with this Settlement Agreement, to address any concerns identified by the Court preventing entry of the Preliminary Approval Order.

SECTION 2: JOINT MOTION FOR ENTRY OF FINAL ORDER

1. Following entry of a Court order granting the Joint Motion for Preliminary Approval (the "Preliminary Approval Order") and the initial settlement administration of sending

notice to the class, and receipt of claim forms and opt-outs, Plaintiffs and Defendants shall file a Joint Motion for Entry of Final Order and Judgment Approving Settlement (the "Motion for Final Order") which among other things that may be required by the Preliminary Approval Order, shall request that the Court (a) dismiss the Litigation with prejudice (subject to the continuing jurisdiction to enforce the terms of this settlement as set forth herein); (b) require the dismissal of the Second Litigation with prejudice; (c) approve this Settlement Agreement; (d) certify the Actual Damages Settlement Class and Injunctive Relief Settlement Class, and (e) approve or set Plaintiff's Attorney's fees and Costs.

2. Plaintiffs and Defendants shall cooperate to undertake reasonable actions, consistent with this Settlement Agreement, to promptly obtain entry of the Final Order. If the Court fails to grant the Final Order, Plaintiffs and Defendants agree to use all reasonable efforts, consistent with this Settlement Agreement, to address any concerns identified by the Court preventing entry of the Final Order.

SECTION 3: FAIRNESS HEARING

1. No later than ten (10) business days prior to the Fairness Hearing, Class Counsel shall file such additional briefing as necessary to, *inter alia*, notify the Court of any Objection (as hereinafter defined). No later than five (5) days prior to the Fairness Hearing, Defendants shall confirm to Plaintiffs and the Court that Claims Administrator mailed the Notice as required by the Settlement Agreement or as otherwise set forth in the Preliminary Approval Order. If as of the date of the Fairness Hearing, if there is no agreement on Attorneys' Fees and Costs, the Court shall set the amount of Class Counsel's fees and costs at the Fairness Hearing.

2. Objections. Any individual or entity who is a part of the Settlement Class and intends to object to the fairness, reasonableness, or adequacy of this Settlement (an "Objector") shall file a written objection with the Court, Defendants, and Class Counsel no later than forty-five (45) days following the Notice Date (the "Objection Deadline") stating: (a) their full name, address, and email address; (b) their objection to the Settlement and reasons therefore; and (c) whether they intend to appear at the Fairness Hearing on their own behalf or through legal counsel (each, an "Objection"). The Objection must be served on the Claims Administrator, who shall provide copies of each objection to Class Counsel and Defense Counsel with 7 days of receipt. The failure to file and serve an Objection by or before the Objection Deadline shall be deemed a waiver of the right to object to this Settlement and the Settlement Agreement, and to appear in any capacity at the Fairness Hearing. Defendants reserve all rights and defenses (and do not release any claims) with respect to any Objector.

3. Exclusion. Any individual or entity who is a part of the Settlement Class and intends to request exclusion from this Settlement shall send a written request for exclusion to the Claims Administrator no later than thirty (30) days following the Notice Date (the "Exclusion Deadline") stating: (a) their full name, address, and email address; and (b) that they wish to be excluded from the Settlement without condition or caveat (each, an "Exclusion Request"). Any individual or entity that so delivers an Exclusion Request (an "Opt-Out") shall (a) not be bound by the terms of this Settlement Agreement; (b) be deemed to have relinquished any and all rights to the benefits of this Settlement Agreement; (c) not release the Claims; and (d) not be entitled to file or serve an Objection or appear at the Preliminary Approval Hearing or Fairness Hearing. The failure to deliver

an Exclusion Request by or before the Exclusion Deadline shall be deemed a waiver of the right to be excluded from this Settlement. Defendants reserve all rights and defenses (and do not release any claims) with respect to any Opt-Out. The Claims Administrator shall provide a list of Opt-Outs to Class Counsel and defense counsel within (5) days of the deadline for serving Opt-Outs.

SECTION 4: SETTLEMENT TERMS

1. **Settlement Class.** The Parties agree, for purposes of this Settlement only, that the two subclasses defined below meet the requirements for class certification pursuant to Florida Rule of Civil Procedure 1.220:

Actual Damages (per Fla.R.Civ.P. 1.220(b)(3) and 1.220(b)(2)):

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who received a notice demanding payment of accelerated late fees and/or accelerated rent and who did make payment to Defendants following such notice within the Class Period (the "Actual Damages Settlement Class").

Injunctive Relief (per Fla.R.Civ.P. 1.220(b)(3) and 1.220(b)(2)):

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who, within the Class Period, received a notice demanding payment of accelerated late fees and/or accelerated rent and who did not make payment to Defendants (the "Injunctive Relief Settlement Class").

2. **Relief to Actual Damages Settlement Class.** Any individual or entity satisfying the criteria for the Actual Damages Settlement Class who returns a Claim Form by or before the Claim Form Return Deadline (as hereinafter defined) shall receive a refund of any amount paid by such individual or entity that is applicable to a period following the Damages Period, calculated and allocated as provided below. Additionally, any

individual or entity who satisfies the criteria for the Actual Damages Settlement Class and returns a Claim Form shall be entitled to waiver and cancellation of any outstanding balance for accelerated rent and accelerated late fees, although no other outstanding charges will be waived under this Settlement.

- a. **Damages Period.** Damages Period shall be (i) a period of two (2) months following the Trigger Date, if such Settlement Class Member provided notice of termination or abandonment as required by their residential lease; or (ii) a period of three (3) months following the Trigger Date, if such Settlement Class Member failed to provide written notice of termination or abandonment as required by their residential lease.
- b. **Calculation of Damages.** To determine the amount of relief (if any) due to Settlement Class Member, any sums actually paid by such Settlement Class Member (or a Related Settlement Class Member, as hereinafter defined) pursuant to the related underlying residential lease shall be applied as follows: first, to past due rent associated with a period prior to the Trigger Date; second, to any unpaid utility charges incurred and paid by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; third, to charges associated with damage to the unit incurred and paid for by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; fourth, to refund any accelerated late fee actually paid; and fifth, to refund any accelerated rent amount actually paid.
- c. **Credit Clearance** – Within 45 days of final approval, to the extent that the class member's account has been subject to credit reporting either by the

Defendant or by a third party, the Defendant shall take all steps necessary to request deletion or modification of the credit reporting trade-line to remove or delete all credit reporting for accelerated rent and/or accelerated late fees consistent with the relief given to the injunctive relief settlement class. No other credit reporting shall be deleted or removed under this Settlement.

3. Relief to Injunctive Relief Settlement Class. The Injunctive Relief Settlement Class shall not be entitled to any monetary compensation. However, Defendants agree to (a) revise residential leases used at all Class Property to remove language regarding the charging and collection of accelerated late fees and/or accelerated rent, except as permitted by applicable law; (b) discontinue the practice of assessing or otherwise charging residential tenants at all Class Property accelerated late fees and/or accelerated rent, except as permitted by applicable law; (c) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated late fee amount associated with a period following the Damages Period; (d) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated rent amount associated with a period following the Damages Period; and (e) cease all attempts to collect (and to cease any ongoing collection efforts for) any outstanding balance for all accelerated rent and accelerated late fees for all class members, except that Defendant reserves the right to assert these amounts in any individual or class action suit brought against it. The Injunctive Relief provided for herein applies to all class members of all class properties.

4. **Miscellaneous.** Each Settlement Class Member shall be responsible for complying with all applicable law regarding the reporting of any monetary compensation or debt relief received pursuant to this Settlement, in accordance with the requirements of the Internal Revenue Service and any applicable state tax law. Further, each Settlement Class Member shall be solely responsible for all taxes, interest, penalties, and/or liens, whether known or unknown, associated with any monetary payment or debt relief received pursuant to this Settlement.

SECTION 5: SETTLEMENT CLAIMS AND CLAIM ADMINISTRATION

1. Claim Administration. The Notice, in a form approved by the Court, shall be sent to the Settlement Class via first class mail by the Claims Administrator. The Notice shall describe the two subclasses in this Settlement: (1) an actual damages class, for whom this is a “claims made” settlement with respect the refund of accelerated rent and accelerated late fees to the subclass members, and (2) an “injunctive relief” class, for whom all injunctive relief required by this Settlement shall automatically be provided without the need for any action by the Class Member. If this Settlement is approved by the Court, a third-party claims administrator shall be retained to process and administer the Settlement.

2. The parties shall mutually select and retain the Claims Administrator to perform such actions as authorized in this Settlement Agreement and/or Final Order (the “Claims Administrator”), provided however that in the event of a conflict Defendant (who is paying the reasonable costs of the Claims Administrator) shall have the ultimate right to select the Claims Administrator.

3. Notwithstanding the foregoing, but pursuant to this Settlement Agreement and/or the Final Order, such Claims Administrator shall be responsible for (a) delivering the Notice; (b) keeping accurate records to implement the terms and conditions of this Settlement; and (c) following instruction, as provided herein, related to Settlement Checks. All reasonable costs and expenses incurred for settlement administration shall be the responsibility of the Defendants.

Notice. Claims Administrator shall process and place in the mail for delivery the Notice to each of the subclasses. The Claims Administrator shall also provide the Claim Form to members of the “actual damages” subclass. No later than twenty (20) days following entry of the Preliminary Approval Order, Defendants shall provide the names and last known addresses of the Settlement Class to the Claims Administrator, and Class counsel. Such information shall be used by Claims Administrator to process and mail a Notice to the Settlement Class. Each Notice shall be sent via U.S. Mail within fifteen (15) days of the date on which Defendants provide name and address information to Claims Administrator. The Settlement Administrator shall utilize data provided by the Defendants and shall review the address data, check addresses for validity, eliminate duplications, and process the addresses through the National Change of Address database or similar database for the purpose of updating the addresses as necessary.

The Settlement Claims Administrator shall also provide a copy of the Notice and/or a Claim form to anyone who requests the Notice or Claim form.

4. **Deadline to deliver Claim Form.** Claim Forms must be returned to Claims Administrator within sixty (60) days of the Notice Date (the “Claim Form Return Deadline”). Each “Actual Damages” subclass Member who fails to strictly comply with the

Settlement, the Settlement Agreement, and the Notice, including but not limited to the failure to deliver a Claim Form by the Claim Form Return Deadline, shall receive the benefits provided to the “injunctive relief” class, but shall forever and completely waive, release, and discharge Defendants and Related Parties of and from the Released Claims

5. Returned Notices or Claim Forms.

Returned Notice. In the event any Notice is returned to Claims Administrator as ‘Undeliverable’ (or ‘Wrong Address’ or the equivalent), the settlement administrator shall make reasonable efforts to locate a current address through a National Change of Address Database, Probe 260, or the Lexis/Nexis Accurint search service and, if an updated address is available, shall use such addresses in re-mailing the Notice. If no such updated address is available, Class Counsel and the Settlement Administrator shall be under no further obligation to attempt to provide the Notice to the Settlement Class Member in question.

a. Claim Form. In the event a Claim Form is received by Claims Administrator by or before the Claim Form Return Deadline, Claims Administrator shall notify Class Counsel and Defendants. Claims Administrator, Class Counsel, and Defendants shall work together to develop a timeline and procedure for processing Claim Forms. Within a reasonable time of receiving notice of a Claim Form, Defendants shall: (i) review the Claim Form; (ii) review the residential lease and ledger related to the actual damages subclass member; and (iii) provide direction to Claims Administrator with copy to Class Counsel regarding any payment due pursuant to this Settlement Agreement. Within 90 days after the Court has granted

Final Approval of this settlement, the Claims Administrator shall issue a Settlement Check to each such member "Actual Damages" subclass, as directed.

i. Claim Forms Bind Related Settlement Class Members. In the event any Claim Form is returned to Claims Administrator by or before the Claim Form Return Deadline, such Claim Form shall be deemed received and returned for (and be binding upon) any Related Settlement Class Member (as hereinafter defined). For purposes of this Settlement Agreement, Related Settlement Class Member shall mean (i) for a Claim Form returned by a former tenant, any individual(s) who guaranteed the performance of such former tenant under the related residential lease; and (ii) for a Claim Form returned by any guarantor, any individual who was named as a tenant on the related residential lease for which such guarantor served as guarantor. For purposes of clarification: Resident A was named as a tenant on a residential lease and Guarantor B was named as guarantor for performance under the same. Guarantor B returns a Claim Form by or before the Claim Form Return Deadline (or Claims Administrator receives a Claim Form from Guarantor B before receiving anything from Resident A). The claim for Resident A **and** Guarantor B shall be deemed elected and received. Claims Administrator shall be required to issue payment as provided herein, made to the order of both Resident A and Guarantor B, to the address of the Settlement Class Member that first returned a Claim Form. Defendants shall be deemed to have satisfied any and all obligations

under this Settlement Agreement and/or Final Order and both Resident A and Guarantor B shall be deemed to have waived, released, or otherwise discharged the Released Claims as provided herein.

ii. **Contradictory Responses to Notice.** In the event a Settlement Class Member returns a Claim Form by or before the Claim Form Deadline and a Related Settlement Class Member elected or elects to be an Opt-Out, the Court shall decide which governs, the Claim Form or the Opt-Out. Under no circumstances shall Class Members be permitted to both Opt Out and be entitled to submit a Claim Form for the same claim.

b. The Claims Administrator shall timely notify Class Counsel and defense counsel of all Opt-Outs within 5 days of the deadline for Opt-Outs. However, Class Counsel shall not be permitted to solicit or otherwise contact Opt-Outs for the purposes of representing them in this or future litigation relating to the claims made in this lawsuit or the related *Crabtree* lawsuit. Class Counsel shall not be permitted to represent any of the Opt-Outs in connection with this settlement. Class Counsel shall be provided a report of all opt-outs, objections, or other inquiries by class members and maintain the right to audit any Claim Forms and the remedy provided to such Settlement Class Member within 30 days of receipt of this report. Class counsel shall not utilize any such Opt-Out list for soliciting clients, but nothing in this agreement shall operate to limit the practice of any attorney under applicable Florida Bar Rules, including FBR 4-5.6. This agreement shall not prohibit the

future practice of law as to any client by any Class Counsel, pursuant to Florida Bar Rule 4-5.6.

c. Period for Negotiation of Settlement Check. The Settlement Class Members who return a Claim Form by or before the Claim Form Return Deadline shall be provided sixty (60) days from the date on which the Settlement Check is placed in the mail for delivery by Claim Administrator, to endorse and deposit the same with a banking institution (the "Settlement Deposit Deadline"). Following the Settlement Deposit Deadline, such Settlement Check shall be void and of no further force and effect. The Notice shall provide notice of the Settlement Deposit Deadline. Any Settlement Class Member (and any Related Settlement Class Member) who fails to endorse and deposit any Settlement Check by or before the Settlement Deposit Deadline shall forever and completely waive, release, and discharge Defendants and Related Parties of the Released Claims.

d. Miscellaneous. Defendants shall pay the costs of the administration of this Settlement through the Claims Administrator. Claims Administrator and Defendants shall work together to make settlement funds available for the issuance of Settlement Checks. No benefits shall be awarded pursuant to this Settlement Agreement until the Effective Date. If this Settlement Agreement is not approved by the Court, no benefits or distributions of any kind shall be made pursuant to this Settlement Agreement, except the costs of notice and administration actually incurred.

SECTION 6: RELEASE AND DISMISSAL: JURISDICTION OF COURT

1. Plaintiffs and Settlement Class Members Release and Covenant Not to Sue.

Upon the Effective Date, Plaintiffs and all Settlement Class Members (and their respective heirs, executors, estates, predecessors and successors, assigns, agents, and representatives) shall forever jointly and/or severally release, remise, acquit, satisfy, waive, and forever discharge Defendants and the Related Parties from: (A) any and all actions, causes, claims, causes of action, or damages asserted in this lawsuit or otherwise arising from the imposition and collection of accelerated rent and/or accelerated late fees by the Defendants, or which could have been asserted in the Litigation (or Second Litigation) or that arise out of or are related to the Claims; (B) any and all liability and any and all actions, causes, claims, causes of action, or damages asserted or which could have been asserted in the Litigation (or Second Litigation) arising out of or relating to the Claims; (C) any and all actual or statutory damages and any and all actions, causes, claims, and causes of action asserted or which could have been asserted in the Litigation (or Second Litigation) arising under the FCCPA and FRLTA, or any other statute or the common law, in connection with the assessment or collection of accelerated rent or accelerated late fees; and (D) any and all actions, causes, claims, causes of action, or damages under the FCCPA and FRLTA, or any other statute or the common law, related to the Claims, whether known or unknown (collectively, the "Released Claims"). Plaintiffs and Settlement Class Members shall be forever barred and enjoined from instituting or prosecuting in any court, forum, or tribunal, either directly or indirectly, individually or representatively, any and all of the Released Claims against Defendants and Related Parties. Upon the Effective Date, Plaintiffs shall dismiss or cause the dismissal with

prejudice of the Litigation and Second Litigation, although the Court may retain jurisdiction over the Litigation to conduct a hearing on the Attorneys' Fees and/or Costs or enforce the terms and conditions of this Settlement Agreement.

2. Defendants Covenant Not to Sue or Collect. Upon the Effective Date, Defendants and Related Parties (and their respective heirs, executors, estates, predecessors and successors, assigns, agents, and representatives) shall agree to immediately stop attempting to collect or pursue recovery of monies Defendants believe are owed by Class Members for accelerated rent and accelerated late fees. Defendants and Related Parties agree to advise all collection agents acting on their behalf to immediately cease collection efforts for accelerated rent and accelerated late fees. This provision does not apply to any individual or entity who submits an Objection or Exclusion Request as required by this Settlement Agreement (that is also not deemed a Settlement Class Member pursuant to Section 4(b)(ii) hereof). This provision shall also not apply in any case in which a Class Member files a lawsuit against Defendants and Related Parties; in such a case, Defendant shall be permitted to assert monies Defendant believes are owed by the Class Member who filed the lawsuit as a counterclaim, setoff, or other defense.

3. Effect of this Settlement Agreement. Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy for all Released Claims; (b) the Released Parties shall not be subject to liability or expense of any kind other than obligations set forth herein; and (c) Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, continuing, or prosecuting any and all claims of or causes of action associated with or related to the Released Claims in any federal or

state court or tribunal. Nothing in this Section 6.3 is intended to limit the generality of the releases and covenants not to sue set forth above. It is the purpose and intent of this Settlement Agreement that all claims, actions, and causes of action by Plaintiffs and Settlement Class Members set forth in the Litigation (and the Second Litigation) be forever barred. The doctrines of *res judicata* and collateral estoppel shall apply to all issues of law and fact in the Litigation, the Second Litigation, the Claims, the Released Claims, and this Settlement Agreement.

SECTION 7: EFFECT OF REJECTION, CANCELLATION, OR TERMINATION

In the event (a) the Court does not enter the Preliminary Approval Order or the Final Order; or (b) the Settlement does not become final for any reason, and the Parties, in their sole and unfettered discretion following reasonable efforts, do not agree in writing to modify this Settlement Agreement and the settlement as modified is not consummated, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be vacated *nunc pro tunc*. In such a case, Plaintiffs and Defendants shall proceed in all respects as if this Settlement Agreement had not been executed (subject to the provisions that survive such termination) and the Parties shall in no way be prejudiced in prosecuting or defending the Litigation (or Second Litigation). In the event an appeal is filed from the Final Order, or any other appellate review is sought prior to the Effective Date, other than an appeal of award of any attorney fees, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. The foregoing shall not, however, terminate the surviving restrictions and prohibitions set forth in this Settlement Agreement.

SECTION 8: SETTLEMENT NOT EVIDENCE

1. This Settlement Agreement is not a concession or admission and shall not be used against Plaintiffs, Defendants, or any of the related Parties as an admission or indication with respect to any claim of fault, concession, or omission. This Settlement Agreement, including all exhibits, documents, instruments, data, statements, records, or other information delivered or shared pursuant to the same, are not intended to be and shall not be construed as or deemed to be evidence of admission or concession by Defendants or any of the Related Parties of any liability or wrongdoing or of the truth of any allegations in the Litigation or Second Litigation, and none of the same shall be admissible in evidence for any purpose in this or any other proceeding, including the Second Litigation. Defendants, the Related Parties, and the Released Parties deny any and all charges alleged in the Litigation and Second Litigation. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding, or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as, received as, or deemed to be, evidence for any purpose, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (b) disclosed or referred to for any purpose, or offered or received in evidence, in any further proceeding in the Litigation (or Second Litigation), or any other civil, criminal, or administrative action or proceeding against Defendants, the Related Parties, or the Released Parties except for purposes of settling this Litigation (or Second Litigation) pursuant to this Settlement Agreement. The foregoing shall survive

any failure to obtain approval, dismissal, termination, or other cancellation of this Settlement and Settlement Agreement, and is a material inducement to Defendants (and the Related Parties) in entering into and agreeing to this terms and conditions of this Settlement Agreement.

SECTION 9: LEGAL FEES & COSTS; REPRESENTATIVE AWARD

1. **Plaintiffs Attorney Fees and Costs.** Defendants agree to the entitlement of Plaintiffs to recover reasonable Attorneys' Fees and Costs, in a sum to be determined by the mutual agreement of the Parties or by the Court. Plaintiffs and Defendants acknowledge and agree that any hearing on Attorneys' Fees and Costs shall be scheduled to occur before or at the Fairness Hearing. The parties agree that Class Counsel shall not be entitled to recover fees and/or costs for work done solely on Count II of the Second Amended Complaint, or the Second Litigation. Defendants shall have no liability or other responsibility for the allocation of attorneys' fees, expenses, and costs among and between Class Counsel. Defendants' payment as provided in this Section 9 shall constitute full satisfaction of Defendants' obligation to pay any person, attorney, or law firm for attorneys' fees, legal expenses, and other costs incurred on behalf of any party other than the Defendants in the Litigation, the Second Litigation, and this Settlement, and shall relieve Defendants and the Related Parties (including those defendants identified in the Second Litigation) of any other claims or liability to any other attorney or law firm or person for any attorneys' fees, legal expenses, and other costs to which any of them may claim to be entitled on behalf of the Plaintiffs and any Settlement Class Member in any way related to the Litigation, the Second Litigation, or the Released Claims. In the event that any dispute arises relating to the allocation of the attorneys' fees,

legal expenses, and other costs or any allocation of the Representative Award, Class Counsel and Plaintiffs shall hold Defendants, the Related Parties, and the Released Parties harmless from any and all liabilities, costs, and expenses relating to such dispute, including any attorney fees and costs incurred by in connection with the same.

2. Representative Award. Plaintiffs shall be paid by Defendants, within thirty (30) days of the Effective Date, a sum of \$5,000.00 each. This payment shall be made through Class Counsel (Robert Churchill) and be distributed by Class Counsel to Plaintiffs.

SECTION 10: REPRESENTATIONS, WARRANTIES, AND COVENANTS

Plaintiffs and Defendants have fully discussed the terms and meaning of this Settlement Agreement with their respective attorneys and fully understand all of the provisions and effects hereof. Class Counsel, who are signatories hereto, represent and warrant that they have the authority, on behalf of Settlement Class Members through the Class Representatives, to execute, deliver, and perform this Settlement Agreement and to consummate the terms and conditions herein. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation. The execution, delivery, and performance of this Settlement Agreement and the consummation hereof have been duly authorized by all necessary corporate action on behalf of Defendants. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes a legal, valid, and binding obligation.

SECTION 11: MISCELLANEOUS PROVISIONS

1. Best Efforts. The Parties shall cooperate fully and shall use best efforts to obtain approval of this Settlement by the Court.

2. Arm's Length Transaction. The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length. If (a) any Party petitions the Court for a modification, addition, or amendment of any term or condition; or (b) the Court on request of any person or *sua sponte* materially modifies, adds to, or alters any or all of the terms or conditions of this Settlement Agreement, then either Defendants or the Representative Plaintiffs shall have the right to terminate this Settlement Agreement and declare it to be of no further effect by filing with the Court (and holding a hearing on) a notice of withdrawal from the Settlement no later than ten (10) days after the rendition of any written order or final written statement of the Court modifying, adding to, or altering any or all of the terms, conditions or exhibits of this Settlement Agreement.

3. Class Counsel Prohibited from Representation and Referral. Class Counsel shall be prohibited soliciting or facilitating the referral or representation of any Settlement Class Member (except Plaintiffs) for any litigation or claims other than the claims alleged in this lawsuit, and Class Counsel shall be prohibited from representing (or facilitating the referral or representation) of any individual or entity electing to object to this Settlement or Opt-outs who elect to be excluded from this Settlement, in this Litigation, in the Second Litigation, or in any other claim or cause of action related to the Claims covered by the Second Amended Compliant.

4. Entire Agreement; Waiver, Execution, Modification, Amendment. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants expressly set forth herein. The Parties each covenant and warrant that they have not relied upon any promise, representation, or undertaking not set forth in writing herein. This Settlement Agreement constitutes the entire

agreement between the Parties with regard to the subject matter contained herein and shall serve to cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement, and all prior negotiations and understandings between the Parties shall be deemed merged into this Settlement Agreement as of the Execution Date. No waiver, modification, or amendment of the terms of this Settlement Agreement, other than extensions of time agreed to by the Parties, made before or after Court approval hereof, shall be valid or binding unless in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment. Unless the Court orders that such a waiver, modification, or amendment of the terms of this Settlement Agreement materially affects the rights of the Settlement Class Members, no subsequent notice shall be required. Transmission of a signed Settlement Agreement by telefacsimile or electronic mail shall constitute receipt of an original signed Settlement Agreement.

5. Notice to Parties. All applications for Court approval or Court orders required or permitted under this Settlement Agreement shall be made with the required notice to all Parties. Except as otherwise set forth herein, whenever this Settlement Agreement requires or contemplates that the Parties, or any of them, shall or may give notice or provide any other documentation to the other, notice and/or documents shall be provided as follows: If to Plaintiffs or Settlement Class Members: David H. Abrams, P.O. Box 568587, Orlando, Florida 32856 (850) 224-7653 email: David@dhabramslaw.com. If to Defendants: Frank Zacherl, Esq., Shutts & Bowen, LLP, 200 S. Biscayne Blvd Suite 4100, Miami, FL 33131.

6. Captions/Headings. The captions, headings, or subheadings of sections or paragraphs expressed in this Settlement Agreement have been inserted for purposes of convenience of reference only and shall have no effect upon the construction or interpretation of this Settlement Agreement.

7. **Computation of Time; Determining Dates of Mailing.** All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement (or order of the Court), the day of the act or default from which the designated period of time begins to run shall not be included and the last day of such period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday of the State of Florida, or, when the act to be done is the filing of a paper in or with the Court, a day in which weather or other conditions has closed the office of the Clerk of the Court, in which event the period shall run until the end of the next business day (or day in which the office of the Clerk of Court is open). The Parties reserve the right, subject to Court approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement so long as such extension of time do not expand the rights of the Settlement Class as negotiated and set forth herein. To determine when any notice or claim was placed in the mail for delivery, unless there is another means provided in this Settlement Agreement, the date of the postmark included on such notice or claim shall be deemed the date on which such notice or claim is or was placed in the mail for delivery; however, in the event no such postmark is included on the notice or claim (or is illegible), then the date of postmark date shall be deemed three (3) days prior to the date on which said notice or claim was actually received by the appropriate receiving party.

8. **Counterparts.** This Settlement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

9. **Severability.** Any provision, paragraph, article, or other portion of this Settlement Agreement (except releases) that is prohibited, or unenforceable or is found to be void, will not invalidate any of the remaining portions of this Settlement Agreement.

10. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida, without giving effect to any of its conflict of law provisions. Any legal action or proceeding arising out of or related to this Settlement Agreement shall be brought only in the Leon County Circuit Court (as contemplated herein with regards to retention of jurisdiction).

11. **Attorneys' Fees and Costs.** Except as specifically provided in this Settlement Agreement, the Parties shall each bear their own respective attorneys' fees and legal costs, including taxable court costs, incurred with regards to the Litigation, the Second Litigation, the preparation and execution of this Settlement Agreement, and the approval, administration, and processing of the terms and conditions of this Settlement Agreement.

12. **Joint Participation.** Each Party participated jointly in the drafting of this Settlement Agreement, and therefore the terms of this Settlement Agreement are not intended to be construed against any Plaintiff or Defendant by virtue of draftsmanship. Each of the Parties was represented by competent and effective counsel throughout the course of negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties.

13. **Stipulation to Abate Pending Hearings.** The Parties agree, but only as the Court may permit, to hold all proceedings in the Litigation and Second Litigation, except such proceedings as may be necessary to implement and complete the Settlement Agreement, in abeyance without prejudice to either party, pending the Preliminary Approval and Fairness Hearings to be conducted by the Court.

14. **Strict Performance; No Waiver.** Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement,

and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

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[SIGNATURES APPEAR ON FOLLOWING PAGE]¹

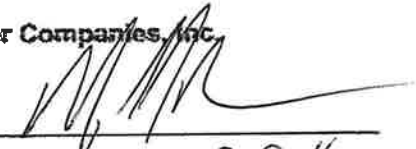
¹ There is a strong preference against break away signature pages for Defendants, so this issue will be fixed on the final form of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties and their respective counsel have set their respective hands and seals as of the date(s) indicated on the lines below:


I HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO AND APPROVE THE TERMS AND CONDITIONS OF THIS SETTLEMENT AGREEMENT:

DEFENDANTS:

The Collier Companies, Inc.

By: 
Print Name: Nathan S. Collier
Title: President
Dated: 9/8/25

Paradigm Properties Management Team, Inc.


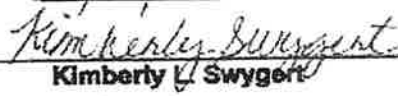
By: 
Print Name: Michael Rosenblatt
Title: President
Dated: 9/8/25

By: _____
Print Name: _____
Title: _____
Dated: _____

AS TO FORM:


SHUTTS & BOWEN, LLP

PLAINTIFFS:

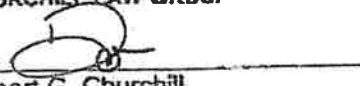
By: 
Armanji Raji
Dated: 8/28/2025
By: 
Kimberly Swygert
Dated: 8/28/2025

AS TO FORM:

LAW OFFICE OF DAVID H. ABRAMS

By: 
David H. Abrams
E-Mail: david@dhabramslaw.com
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Counsel for Plaintiff
Dated: 8/30/2025

**COMPOSITE EXHIBIT
“B”**

Raji v. The Collier Companies, Inc.
c/o Settlement Administrator
[INSERT ADDRESS]

Postmaster: Do Not Mark Barcode

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IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

*Armani Raji and Kimberly L. Swygert v. The Collier Companies, Inc.
and Paradigm Properties Management Team, Inc.*
(Case No. 2021-CA-000002)

IMPORTANT CLASS ACTION NOTICE

**A court authorized this notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

Why Are You Receiving This Notice?

This notice is to inform you of a proposed settlement in a class action lawsuit against Paradigm Properties Management Team, Inc. and The Collier Companies, Inc. that is pending before the circuit court of the second judicial circuit in Leon County, Florida. You are receiving this notice because you may be eligible for a refund or other relief.

The proposed settlement (“Settlement”), if approved will affect you if you were a tenant of a property owned or managed by The Collier Companies, Inc., or Paradigm Properties Management Team, Inc. and you were charged accelerated rent and/or accelerated late fees. . You should read this notice carefully as it explains certain time-limited benefits that you may qualify for. This notice also explains certain obligations you will be required to comply with if the Settlement is approved and you are seeking to recover accelerated rent and/accelerated late fees. .

What Is a Class Action?

A class action is a kind of lawsuit. In a class action, the rights of a large group of people are decided in one court proceeding. Representative plaintiffs known as “class representatives” assert claims on behalf of the entire group, or “class.”

What Is this Class Action About?

Plaintiffs Armani Raji and Kimberly L. Swygert (“Plaintiffs”) filed a putative class action for alleged violations of Florida Statute § 83.49, the Florida Residential Landlord Tenant Act (“FRTLA”) and Florida Consumer Collections Practices Act, Fla. Stat. §559.55 *et seq.* (“FCCPA”). Plaintiffs allege that the Defendants violated these statutes when they demanded accelerated rent and/or accelerated late fees. Defendant strongly disagrees that its practices failed to comply with FRTLA or the FCCPA, but have agreed to resolve this matter to avoid the time and expense of litigation. The Plaintiffs and Defendants agreed to settle these claims in a Class Action Settlement for the monetary and non-monetary benefits and releases set forth in the Settlement Agreement. All Class Members will release Defendants from all liability from the claims in the lawsuit. Defendants will refund partial amounts paid for accelerated rent and all amounts collected for accelerated late fees based on whether a notice of termination was provided if required by the lease (Explained in more detail below); will release the Class Members from damages or amounts refunded; request removal or deletion of all credit reporting for

accelerated rent and/or accelerated late fees by all credit reporting organizations to whom it has reported the debts; and will refrain from attempting to collect amounts owed for accelerated rent and/or accelerated late fees.

Who Is in the Settlement Class?

You are in the Settlement Class in the Action if you meet either of the following criteria:

Actual Damages Class:

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who received a notice demanding payment of accelerated late fees and/or accelerated rent and who did make payment to Defendants following such notice within the Class Period (the “Actual Damages Settlement Class”).

Injunctive Relief Class:

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who, within the Class Period, received a notice demanding payment of accelerated late fees and/or accelerated rent and who did not make payment to Defendants (the “Injunctive Relief Settlement Class”).

Who Represents the Settlement Class?

The Court has appointed the Plaintiffs as the representatives of the Settlement Class. The Court has also appointed the following lawyers as counsel for the Settlement Class (“Class Counsel”):

Robert G. Churchill
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Telephone: (850) 222-2000

These lawyers represent your interest in the Action. You will not be charged for their services.

The Proposed Settlement

Members of the Actual Damages Class who submit a valid Claim Form shall receive a refund of any amount paid by such individual or entity that is applicable to a period following the Damages Period, which is described below. Additionally, if you are a member of the Actual Damages Class and return a valid Claim Form you shall be entitled to waiver and cancellation of any outstanding balance for accelerated rent and accelerated late fees, although no other outstanding charges will be waived under this Settlement.

Under the Settlement Agreement, “Trigger Date” means (i) the final day of the month in which such Settlement Class Member provided written notice of termination or abandonment as required by their residential lease; or (ii) if no such written notice was provided by Settlement Class Member, the final day of the last month in which such Settlement Class Member made payment of monthly rent in full as required by their residential lease.

The Damages Period shall be (i) a period of two (2) months following the Trigger Date, if such Settlement Class Member provided notice of termination or abandonment as required by their residential lease; or (ii) a period of three (3) months following the Trigger Date, if such Settlement Class Member failed to provide written notice of termination or abandonment as required by their residential lease.

To determine the amount of relief (if any) due to Settlement Class Member, any sums actually paid by such Settlement Class Member (or a Related Settlement Class Member, as hereinafter defined) pursuant to the related underlying residential lease shall be applied as follows: first, to past due rent associated with a period prior to the Trigger Date; second, to any unpaid utility charges incurred and paid by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; third, to charges associated with damage to the unit incurred and paid for by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; fourth, to refund any accelerated late fee actually paid; and fifth, to refund any accelerated rent amount actually paid.

Within 45 days of final approval, to the extent that the class member’s account has been subject to credit reporting either by the Defendant or by a third party, the Defendant shall take all steps necessary to request deletion or modification of the credit reporting trade-line to remove or delete all credit reporting for accelerated rent and/or accelerated late fees consistent with the relief given to the injunctive relief settlement class. No other credit reporting shall be deleted or removed under this Settlement.

In addition to the monetary relief provided to members of the Actual Damages Class who submit claim forms, all members of the Actual Damages Class will receive nonmonetary relief in the form a request by Defendant for removal or deletion of all credit reporting for accelerated rent and/or accelerated late fees, and cessation of all collection activity for outstanding accelerated rent and/or accelerated late fees.

Members of the Injunctive Relief Class will not receive monetary compensation. However, Defendants agree to (a) revise residential leases used at all Class Property to remove language regarding the charging and collection of accelerated late fees and/or accelerated rent, except as permitted by applicable law; (b) discontinue the practice of assessing or otherwise charging residential tenants at all Class Property accelerated late fees and/or accelerated rent, except as permitted by applicable law; (c) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated late fee amount associated with a period following the Damages Period; (d) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated rent amount associated with a period following the Damages Period; and (e) cease all attempts to collect (and to cease any ongoing collection efforts for) any outstanding balance for all accelerated rent and accelerated late fees for

all class members, except that Defendant reserves the right to assert these amounts in any individual or class action suit brought against it. This relief granted to the Injunctive Relief Class shall also be granted to the Actual Damages Class.

If the Settlement is not finally approved by the Court, no payments will be issued, and the Parties and the members of the Settlement Class will be returned to the *status quo* as it existed prior to preliminary approval.

Why Is There a Settlement?

The Court has not decided in favor of either side in this case. The Defendants deny all allegations of wrongdoing, but are settling to avoid the expense and inconvenience of continuing to litigate the case. The Plaintiffs and the lawyers representing them (“Plaintiffs’ Counsel”) believe that settlement is in the best interest of the class because it provides substantial benefits to the class members, which the class members would not receive if the Plaintiffs lost the lawsuit or were only partially successful. In addition, the Settlement avoids the expense and delay of pursuing the case through trial and any appeals, which might otherwise continue for several more years.

Will the Settlement Affect Me?

The Court has preliminarily certified two classes (Actual Damages and Injunctive Relief). You have been identified as a member of one of these classes. Therefore, the Settlement will affect your rights and responsibilities.

Class members have the opportunity to be bound by the settlement (see Options 1 and 2 below), or to opt out or oppose the Settlement (See Option 3 below). If the Court decides not to approve the Settlement, however, the lawsuit will continue as if there had been no Settlement or certification of the two Classes.

What Is the Legal Effect of the Settlement?

Pursuant to the settlement agreement, the Released Parties are defined as follows:

“Released Parties” shall include Plaintiffs, Defendants, class members, and all Related Parties.

Pursuant to the Settlement Agreement, the following claims are released:

“Released Claims” means all claims arising from or relating to Defendant’s charges for accelerated rent or accelerated late fees during the Class Period, arising from or relating to Defendant’s compliance with FRLTA, arising from or relating to Defendant’s compliance with FCCPA, or all claims which could have been asserted in this action, as defined in Paragraph 6(1) on page 23 of the Settlement Agreement. You are encouraged to review Section 6(1) of the Settlement Agreement for a full and complete understanding of the Released Claims.

Specifically, if the Settlement is finally approved, Plaintiffs and each Settlement Class Member (except Settlement Class Members who have excluded themselves from the Settlement Class) will release the Defendants and all Related Parties from all Released Claims that they have or could have asserted in this lawsuit.

If I Am a Settlement Class Member, What Are My Options?

If you are a Settlement Class Member, you have a right to stay in the case as a Settlement Class Member, or you can choose to be excluded from the case. You need to decide this question very soon.

Option 1. Fill Out and Return the Enclosed Claim Form. Your Claim will be Evaluated and You May Receive a Money Refund.

To claim rights to your refund as part of this case, you should fill out and return the enclosed claim form. Your claim will then be evaluated as described in this notice and in the Settlement Agreement, and you may receive a money refund. Submitting the claim form will cost you nothing, but will identify you as a member of the Actual Damages class in this case, and will preclude you from seeking your own relief in any other separate lawsuit.

If you submit the claim form, after the Settlement is finally approved, you will automatically receive a payment and/or balance relief in accordance with the settlement agreement. If you decide to stay in the case as a Settlement Class Member, you will be bound by all orders and judgments of the Court with regard to the Settlement Class.

Option 2. Do Nothing. You will not receive any Monetary Compensation, but you will receive all of the benefits of the Injunctive Relief Class.

If you do nothing, you will gain the same relief as every member of the Injunctive Relief Class. If you decide to stay in the case as a Settlement Class Member, you will be bound by all orders and judgments of the Court with regard to the Settlement Class.

Option 3. Exclude yourself from the Action.

You have the right to not be part of this Action by excluding yourself or “opting out” of the Settlement Class. If you exclude yourself, you will not receive a payment and/or balance relief in accordance with the settlement agreement. However, you will maintain your legal right to sue Defendants in a separate lawsuit at your own expense.

If you wish to be excluded from the Settlement Class, you must send a written Request for Exclusion to Raji v. The Collier Companies, Inc., c/o Settlement Administrator, [INSERT ADDRESS] no later than [INSERT DEADLINE] stating your name, address, and email address, and the following statement: “I request exclusion from the Settlement Class in *Raji v. The Collier Companies, Case No. 2021-CA-000002* without condition or caveat.”

You do not need to hire your own lawyer to request exclusion from the Settlement Class, however you are entitled to retain counsel, if you so choose. If you exclude yourself from the Settlement Class, you give up your right to receive money or other benefits awarded in this case, if any, and you will not be bound by any judgments or orders of the Court.

If the request for exclusion is submitted by someone other than the Settlement Class Member (*i.e.*, a Legally Authorized Representative or attorney), then the third party signor (*e.g.*, attorney, legal representative, or other third party) must include the following attestation on the exclusion request: “I certify and attest to the Court that the Settlement Class Member on whose behalf this exclusion request is submitted has been provided a copy of and an opportunity to read the Class Notice and thereafter specifically requested to be excluded from the Settlement Class.” Such third-party signor must include their full name, contact information, and the legal basis for that signor’s authority to act on behalf of the Settlement Class Member.

Written requests for exclusion must be delivered to the Claims Administrator no later than [INSERT DEADLINE].

If you do not comply with these procedures, including the deadline for submitting the written request for exclusion, you will lose any opportunity you have to be excluded from the Proposed Settlement.

May I Object to the Settlement?

Yes. If you are a Settlement Class Member, and if you think the Proposed Settlement is unfair, you have the right to object to the Settlement on your own or through counsel. To object, you must submit a writing containing the following: (1) a prominent identifying reference to the Action containing the title of the case, “*Raji v. The Collier Companies, Case No. 2021-CA-000002*”; (2) your full legal name (3) your current address and email; (4) a statement of each objection being made and the basis therefor; (5) a statement indicating whether you intend to appear at the Final Approval Hearing; (6) a list of witnesses whom you may call by live testimony; (7) if you are represented by legal counsel, the name, address, bar number, and telephone number of the counsel; (8) any legal authority upon which you intend to rely in support of the objection; and (9) copies of any documents or papers that you plan to submit or want the Court to consider.

Written objections must be filed with the Court and served upon all counsel in the Action by no later than [INSERT DEADLINE].

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court or to otherwise contest the approval of the Proposed Settlement or to appeal from any orders or judgments entered by the Court in connection with the Proposed Settlement.

Is there a Hearing Scheduled on the Final Approval of the Settlement?

The Court has scheduled a Final Approval Hearing for [INSERT DATE] at 10:00 am before the Honorable Jonathan Sjoström in chambers, Room 301-D at the Leon County Courthouse located at 301 South Monroe Street, Tallahassee, Florida 32301. You do not need to attend the hearing. The Final Approval Hearing will address whether the Proposed Settlement is fair, reasonable, and adequate and whether the Court should approve it. The Final Approval Hearing date is subject to change. If the Final Approval Hearing date changes, no separate notice of that change will be mailed. However, the new date will be available on the Settlement Website listed below.

If the Settlement is finally approved without an appeal, Initial Payments may issue 30 days after the entry of the Final Order and Judgment. If there is an appeal, Initial Payments would issue 30 days after the appeal is finally resolved. The payment of Claims for Payment of Additional Relief will be dependent on the completion of the claims administration process to be overseen by the Special Master. If the Settlement is not approved by the Court, no payments will be issued. The Court may extend the payment period with approval from the Parties. If that happens, no separate notice of that change will be mailed.

If you are entitled to a refund or payment pursuant to the Settlement Agreement, you will have sixty (60) days from the date on which the payment is placed in the mail for delivery to you by Claims Administrator, to be delivered to the addressed included on the claim form you may return, to endorse and deposit the same with your banking institution. The refund or payment checks will be void and of no further force or effect following the above (60) day deadline.

How Do I Find Out More About This Lawsuit?

This notice is a summary of the Action and the Proposed Settlement. If you have any questions about this notice or the Proposed Settlement, you may contact Class Counsel at the email addresses and phone numbers listed above

Additional information about this case, the claims, and the Proposed Settlement is available on the Settlement Website: **[INSERT WEBSITE]** or by contacting the Settlement Administrator via email at **[INSERT EMAIL]** or via USPS mail at:

Raji v. The Collier Companies, Inc.
c/o Settlement Administrator
[INSERT ADDRESS]

If after reviewing the Settlement website you still have questions, you can contact Class Counsel (See “Who Represents The Class” above).

DO NOT CONTACT THE COURT OR DEFENDANTS OR DEFENDANTS’ COUNSEL FOR INFORMATION.

SETTLEMENT CLAIM FORM

DEADLINE FOR SUBMISSION: _____

If you submit a Claim Form that is incomplete or inaccurate, it may be rejected, and you may be precluded from obtaining a Settlement Payment.

Please return this completed form to the Claims Administrator via US Mail or as may be directed via email or online portal:

[INSERT NAME AND ADDRESS AND EMAIL OF CLAIMS ADMINSTRATOR]

Please do not mail or deliver this form to the Court or to any of the Parties or their Counsel. In addition, do not telephone the Judge or Clerk of the Court.

I hereby certify that (a) I am the below named claimant and reviewed the Class Notice and I reasonably believe that I am a member of a Settlement Class and am entitled to the relief sought with this Claim Form; (b) no rights or claims asserted by this Claim Form have been otherwise resolved, discharged, settled, or released; (c) the information provided on or with this Claim Form is accurate; and (d) I was a former tenant or guarantor of a tenant at a property listed as “Class Property” in the Settlement Agreement.

PART I: CLAIMANT INFORMATION

Name of claimant, including any aliases (if business or other entity, full name of the entity):

Social security (last four digits) : _____

Claimant’s current address: _____

City: _____ State: _____ Zip Code: _____

Claimant telephone contact number(s):

Home: (____) _____ - _____ Mobile: (____) _____ - _____

Property where Claimant was a former tenant:

Approximate Period of tenancy: _____ to _____

PART II: VERIFICATION

Further, I acknowledge that I understand that by submitting this Claim Form, I am releasing The Collier Companies, Inc., Paradigm Properties Management Team, Inc., and related Parties (as defined in the Settlement Agreement) from any and all claims related to the demand and/or collection of accelerated rent and/or accelerated late fees, as more particularly specified in Section 6 of the Settlement Agreement.

DECLARATION: I make this declaration pursuant to Fla. Stat. 92.525, and declare, under penalty of perjury, that the information provided on or with this Claim Form is true and correct.

Signature of Claimant: _____

Date: _____