

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**Megan Glasbrenner and Douglas Neal,
on behalf of themselves and all others
similarly situated,**

CASE NO.: 25-CA-012779

Plaintiffs,

v.

**THR Property Management L.P. and
Invitation Homes, Inc.,**

Defendants.

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiff, Megan Glasbrenner and Douglas Neal, individually and on behalf of a class of persons similarly situated (“Plaintiffs” or “Class Representatives”), and Defendant THR Property Management L.P. (“THR”) and Invitation Homes, Inc. (“IH”) and (collectively THR and IH are “Defendants”) (Plaintiff and Defendants are, “the Parties”), respectfully request that the Court enter an order: (1) certifying the proposed Class for settlement purposes; (2) preliminarily approving the proposed Settlement Agreement; (3) directing notice to the Class; (4) setting dates for opt-outs, objections, and a hearing under Florida Rule of Civil Procedure 1.220. In support of their motion, Plaintiff states:

1. Counsel for Plaintiffs and Defendants have reviewed and analyzed the complex legal and factual issues presented in this action, and the risks and expense involved in pursuing the litigation to conclusion, the likelihood of recovering damages in excess of those obtained through

this settlement, the protracted nature of the litigation and the likelihood, costs and possible outcomes of one or more procedural and substantive appeals.

2. Based upon this review and analysis, the Parties voluntarily began settlement negotiations and informal discovery after Plaintiffs served their complaint, where over the course of several months, they outlined the general terms of a settlement after a mediation with Lance Harke. After coming to terms, Counsel for Plaintiffs and Defendants drafted and executed a formal Class Action Settlement Agreement (the “Class Settlement Agreement”), attached hereto as **Exhibit A**.

3. The parties desire to settle and compromise the Class Action on the terms and conditions embodied in the Class Settlement Agreement and have stipulated, for settlement purposes only, to a class of approximately 34,134 class members defined as follows:

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025

4. The Parties have also considered the factors required to certify a class action under Florida Rule of Civil Procedure 1.220 and agree that, for settlement purposes only, the following requirements are met:

- (a) The Settlement Class is sufficiently numerous such that joinder is impracticable;
- (b) There are questions of law and fact common to the settlement class that predominate over any questions affecting only individual members;
- (c) The Settlement Class representatives have claims typical to the Settlement Class members;
- (d) The Settlement Class representatives and their counsel are adequate representatives for the settlement class; and
- (e) Settlement of this action on a class basis is the superior and appropriate method for the fair and efficient resolution of this controversy.

5. Under the terms of the Class Action Settlement Agreement and subject to court approval:

- (a) Defendants will pay each Class Member, who does not opt out of the settlement and Class Action, and submits a valid claim form, a Settlement Payment of \$20.
- (b) Defendants will pay up to \$3,000 to each of the Class Representatives for any class representative incentive payment awarded by the Court for their efforts in this action.
- (c) Defendants will pay attorneys fees and litigation costs awarded by the Court to Class Counsel up to \$225,000. Any amount awarded by the Court shall be paid in addition to, and not out of, the amounts paid to the Class Representatives and the Class Members.
- (d) The Parties have agreed upon American Legal Claims as a settlement administrator, who will then cause the class members to receive: (1) the Class Notice, and (2) the settlement payments. The cost of notice shall be paid separately by Defendants up to \$50,000. Any amount over \$50,000, the parties will split equally.

6. Counsel for Plaintiffs and the proposed Settlement Class believe that the settlement of this action on the terms and conditions set forth in the Class Settlement Agreement is fair, reasonable, and adequate, and would be in the best interests of the members of the proposed class.

7. The Parties desire to settle and compromise the litigation on the terms and conditions embodied in the Class Settlement Agreement.

8. Defendants deny liability to Plaintiffs and the Class for the claims alleged but considers it desirable that the Class Action and the claims alleged therein be settled upon the terms and conditions set forth in the Agreement, in order to avoid further expense and burdensome protracted litigation, and to put to rest all claims known or unknown that have been or might be asserted by Plaintiffs or the Class against Defendants arising out of the allegations made in the Complaint.

9. The Parties will agree upon and submit for this Court's approval the form of notice to be sent to the Settlement Class and a Proposed Preliminary Approval Order. These documents

will be filed with the Court not less than two weeks prior to the date of the Preliminary Approval Hearing in this matter, along with Plaintiffs' Memorandum of Law in Support of this Class Action Settlement.

WHEREFORE, the Parties respectfully request that the Court set a Preliminary Approval Hearing during which it will consider entering an order: (1) certifying the proposed class for settlement purposes; (2) preliminarily approving the proposed Class Settlement Agreement; (3) directing notice to be sent to the Class Members via email and (4) setting dates for opt- outs, objections and a Final Fairness hearing under Florida Rule of Civil Procedure 1.220.

Respectfully submitted,

March 31, 2026

CONSUMER LAW ADVOCATE, PLLC.

By: /s/ Matthew T. Peterson
Matthew T. Peterson; FBN: 1020720
1000 Brickell Ave, Suite 715
Miami, Florida 33131
Telephone: (815)-999-9130
mtp@lawsforconsumers.com

CERTIFICATE OF SERVICE

I hereby certify that on March 31, 2026, I electronically filed the foregoing document with the Clerk of Court using the Florida Courts E-Filing Portal. I also certify that the foregoing document is being served this day on all counsel of record and interested parties, via transmission generated by the Florida Courts E-Filing Portal.

/s/ Matthew T. Peterson
Matthew T. Peterson

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

1. This Settlement Agreement is made and entered into as of the dates of Execution set forth below, by and among: (1) Plaintiffs Megan Glasbrenner and Douglas Neal, individually and on behalf of the Settlement Class; (2) Settlement Class Members; and (3) THR Property Management L.P. d/b/a Invitation Homes and Invitation Homes, Inc.

II. DEFINITIONS

2. “**Action**” means the pending action styled *Megan Glasbrenner and Douglas Neal v. THR Property Management L.P. d/b/a Invitation Homes and Invitation Homes, Inc.*, Case No. 25-CA-012779 (Hillsborough County, Florida.)

3. “**Agreement**” means this Settlement Agreement and Release.

4. “**Attorneys’ Fees and Litigation Expenses**” means the attorneys’ fees and litigation expenses to be requested by Class Counsel subject to Court approval in accordance with this Agreement to be paid by Defendants directly to Class Counsel and not as part of the Settlement Fund.

5. “**Claimant**” means any Settlement Class Member who does not timely opt out of the Settlement.

6. “**Class Counsel**” means Matthew T. Peterson of Consumer Law Advocate, PLLC.

7. “**Class List**” means the list of approximately 34,134 Settlement Class Members (including email address and last known U.S. address (in the event the email is undeliverable), which Defendants shall produce to the Settlement Administrator within 14 days of Execution of this Agreement.

8. “**Class Period**” means the period from February 15, 2021 through October 31, 2025.

9. “**Court**” means the Circuit Court of Hillsborough County, Florida.

10. “**Defendants**” means THR Property Management L.P. d/b/a Invitation Homes and Invitation Homes, Inc.

11. “**Escrow Account**” means an escrow account to be created and administered by the Settlement Administrator to receive and disburse Settlement Funds in accordance with this Agreement.

12. “**Execution**” means the signing of this Agreement by all signatories hereto.

13. “**Final Approval Hearing**” means the hearing during which the Court will consider the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of Attorneys’ Fees and Litigation Expenses to be awarded to Class Counsel and the amount of any Settlement Class Representative Incentive Payment.

14. “**Final Approval Order**” means the final judgment and order of dismissal approving the Settlement and dismissing the Action with prejudice, which the Parties agree to propose substantially in the form attached hereto as Exhibit 1. “Final Approval” occurs on the date that the Court enters the Final Approval Order.

15. “**Long Form Notice**” means the detailed notice of the Settlement that describes the material terms of the Settlement; the rights and options of Settlement Class Members (including how to submit a Claim, object, or opt out); key deadlines; and other information required by applicable law. The Long Form Notice will be made available exclusively on the Settlement Website, will not be mailed to Settlement Class Members, and is attached hereto as Exhibit 2.

16. “**Notice**” means the notice of proposed class action settlement, together with the Claim Form, that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit 3.

17. “**Notice and Administration Costs**” means any and all costs and fees associated with administering the Settlement by the Settlement Administrator, including, but not limited to, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Funds, all costs of providing notice to the Settlement Class, costs for creating the Notice, Long Form Notice, and any different or additional notice that might be ordered by the Court and any other costs associated with administering the Settlement. These costs will be paid by Defendants directly to the Settlement Administrator up to \$50,000, and will not be part of the Settlement Fund. If the costs exceed \$50,000, the Parties will split the costs above \$50,000 equally in direct payments to the Settlement Administrator.

18. “**Notice Deadline**” means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties agree to propose that the Notice Deadline be thirty (30) days following the entry of the Preliminary Approval Order, unless extended by the Court.

19. “**Online Claim Form**” means the document substantially in the form attached hereto as Exhibit 4.

20. “**Opt-Out Request**” means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

21. “**Opt-Out/Objection Period**” means the approximately 60-day period that begins the day Notice is first sent and ends on the opt out and objection deadline specified by the Court. The deadline for Settlement Class Members to opt out of the Settlement or to object to the Settlement will be specified in the Notice.

22. “**Parties**” means Megan Glasbrenner, Douglas Neal, THR Property Management L.P. d/b/a Invitation Homes, and Invitation Homes, Inc.

23. “**Plaintiffs**” means Megan Glasbrenner and Douglas Neal.

24. “**Preliminary Approval**” means the Court’s Order Granting Preliminary Approval of the Agreement.

25. “**Preliminary Approval Order**” means the proposed Order granting preliminary approval substantially in the form attached hereto as Exhibit 5.

26. “**Release**” means the release of the Released Claims against the Released Parties by the Releasing Settlement Class Members.

27. “**Released Claims**” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney’s fees of any nature whatsoever, whether based on any federal law, state law, common law, or of any other type or form (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), which Plaintiffs or any settlement Class Member has or may have arising out of their rental at a property owned or managed by Released Parties. This Settlement does not include any claims for personal injuries or claims by Settlement Class Members against the current owners of any former properties owned or managed by Released Parties that arose after the sale of those properties. Additionally, to the extent Released Parties bring an action against a Class Member for damages, the Class Member shall be able to bring counter claims on an individual basis except for the claims brought in the operative complaint in this action. Class Members also do not waive any affirmative defenses to claims brought against them by the Released Parties.

28. “**Released Parties**” means Defendants and all of their affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and

former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendants have a controlling interest or which are affiliated with Defendants, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities.

29. “**Releasing Settlement Class Members**” means Plaintiffs and all Settlement Class Members, other than those who submit timely and proper Opt-Out Requests.

30. “**Settlement**” means the compromise and settlement of the Action as contemplated by this Agreement.

31. “**Settlement Administrator**” means the settlement administration company approved by the Court. The Settlement Administrator shall be responsible for providing the Class Members with the notices described herein, as well as the services related to the administration of the Settlement that are addressed and defined herein.

32. “**Settlement Award**” means a \$20 cash payment available to each eligible Settlement Class Member who does not timely opt-out of the Settlement and submits a valid Online Claim Form.

33. “**Settlement Class**” means the individuals defined and identified as follows:

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Courts; (3) the immediate families of the preceding person(s); (4) any Released Party; (5) any Settlement Class Member who timely opts out of this Action; (6) any counsel of record; and (7) any class member who, by the date of the Preliminary Approval Order, had already released the claims at issue in this Agreement with Defendants.

34. “**Settlement Class Members**” means the Settlement Class Representatives and all members of the Settlement Class.

35. “**Settlement Class Representatives**” means Megan Glasbrenner and Douglas Neal, who are the Plaintiffs in the Action, and who are also the persons Class Counsel shall request to be appointed by the Court as Class Representatives for purposes of the Settlement Class. Plaintiffs are also members of the Settlement Class.

36. “**Settlement Class Representative Incentive Payment**” means the amount awarded by the Court, not to exceed \$3,000 per Settlement Class

Representative, which Plaintiffs may apply for in connection with final approval of the Settlement.

37. “***Settlement Effective Date***” means the date by when both of the following have occurred: (a) the Court enters a Judgment and the Final Approval Order, and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Class Member objects to the Agreement, one (1) day after the Court enters the Judgment; (b) if one or more Class Members object to the Agreement but no timely appeal is filed, thirty-one (31) days after the Court enters the Judgment; (c) if one or more Class Members object to the Agreement and a timely appeal is filed, two (2) days after the appellate court affirms the Judgment and issues a remittitur.

38. “***Settlement Fund***” means the \$68,268 to be deposited by Defendants into the Escrow Account for the purpose of paying Settlement Awards. The \$68,268 represents an initial 10% funding of the maximum \$682,680 that Defendants may be required to pay into the Settlement Fund. Once the initial \$68,268 is drawn down to a \$10,000 balance, the Settlement Administrator shall inform Defendants of the additional deposit(s) required to satisfy valid claims, and this pattern will continue until, if necessary, the maximum of \$682,680 has been fully funded.

39. “***Stale Date***” means the date that is ninety (90) days after the date of issuance of a Settlement Award check, after which any uncashed or unpaid check shall be considered stale and the corresponding funds will be forwarded to the applicable state unclaimed property fund in accordance with state law.

III. RECITALS

40. On December 5, 2025, the Parties participated in a mediation with Lance Harke, where the Parties signed a term sheet outlining the material terms of this Agreement.

41. Plaintiffs and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiffs’ and the Settlement Class Members’ claims against Defendants, including, but not limited to: (i) exchanging informal discovery; (ii) obtaining and analyzing relevant class data-related information; and (iii) researching the applicable law and the potential defenses. Based on its full and, independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by Defendants, class certification risk, summary judgment risk, trial risk, and appellate risk.

42. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged and asserts their actions complied with all applicable provisions of federal and state law and that they are not liable for any of the claims asserted.

Defendants also continue to assert the Action fails to meet the prerequisites necessary for class action treatment under applicable law but, despite this belief, will not oppose certification of the Settlement Class contemplated by this Agreement for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendants do not waive their objections to certification of the Settlement Class.

43. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiffs' and the Settlement Class Members' claims against Defendants and the Released Parties, with the exception of claims of Settlement Class Members who properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in this Agreement. Defendants shall retain any existing defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

44. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

IV. CERTIFICATION OF THE SETTLEMENT CLASS

45. The Settlement contemplates Plaintiffs will move for an order preliminarily approving the Settlement Agreement and granting certification of the Settlement Class. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only. This Settlement further contemplates, and all counsel, Parties, and Released Parties agree, that none of the Released Parties are admitting that class certification is appropriate, or that any violation of any state, federal or local statute or common law occurred, or that any damages were suffered by Plaintiffs or any putative class member. The Released Parties retain their rights to object to certification of this Action, or any other class action, should the Settlement ultimately not receive final approval.

46. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party, and Released Party, shall retain all their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any of the Released Parties.

V. TERMS OF SETTLEMENT

47. ***Settlement Fund.*** No later than thirty (30) days after entry by the Court of the Preliminary Approval Order, Defendants shall deposit the Settlement Fund in the Escrow Account. Settlement Funds in the Escrow Account may be withdrawn by

the Settlement Administrator to pay Settlement Costs and Settlement Awards. Settlement Class Members who do not opt out and submit a valid Online Claim Form will receive a payment of \$20. The Settlement Fund will be used to satisfy all claims of Plaintiffs and the Settlement Class Members in exchange for the Release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

48. ***Pro Rata Increase for Additional Settlement Class Members.*** The amount of the Settlement Fund is based on Defendants' representation that the Settlement Class consists of 34,134 Settlement Class Members. If it is determined that the Settlement Class consists of more than 34,134 Settlement Class Members, the Settlement Fund shall be increased by \$20 for each additional Settlement Class Member above 34,134.

49. ***Notice and Administration Costs.*** Notice and Administration Costs shall be paid by Defendants directly to the Settlement Administrator up to \$50,000. For any Notice and Administration Costs that exceed \$50,000, the Parties shall split the amount equally, and pay the Settlement Administrator directly. The Parties shall be jointly responsible for supervising the Settlement Administrator. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties stipulate that they will request the Court to appoint American Legal Claims as the Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall use its best efforts to provide notice to the Settlement Class, as described in this Agreement, the Preliminary Approval Order, and as may be ordered by the Court.

50. ***Attorneys' Fees and Litigation Expenses.*** Class Counsel will petition the Court for Attorneys' Fees and Litigation Expenses in the amount of \$225,000. Attorneys' Fees and Litigation Expenses approved by the Court shall be paid from Defendants directly to Class Counsel. The calculation of the Attorneys' Fees and Litigation Expenses shall be made on the gross amount of the Settlement Fund, plus a lodestar multiplier. In the event the Court does not approve the Attorneys' Fees and Litigation Expenses requested by Class Counsel, or the Court awards Attorneys' Fees and Litigation Expenses in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement. Plaintiffs and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses. Defendants' obligation to pay any Attorneys Fee Award shall be limited to the \$225,000 set forth above, and Defendants shall be under no obligation to pay any amounts in excess of that amount. Defendants shall pay to Class Counsel the amount of the Attorneys' Fees and Litigation Expenses awarded by the Court by wire within 15 days of the Settlement Effective Date. Class Counsel shall provide Defendants a W-9 and wire instructions.

51. ***Settlement Class Representative Incentive Payment.*** Plaintiffs may apply to the Court for a Settlement Class Representative Incentive Payment (in addition to any payment distribution Plaintiffs may receive under this Agreement) up to \$3,000 each (to a total of \$6,000). Any Settlement Class Representative Incentive Payment approved by the Court shall be paid from Defendants directly to Plaintiffs via check (after Plaintiffs provide a mailing address and W-9). The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. Plaintiffs retain their right to appeal any decision by the Court regarding the application.

52. ***Settlement Award to Settlement Class Members.*** The Settlement Administrator will manage the Notice process in cooperation with Class Counsel and Defendants' counsel and in accordance with this Agreement. All Settlement Class Members who make valid claims and do not opt out shall be paid \$20 each.

VI. NOTICE TO THE CLASS

53. Within fourteen (14) days of Execution of this Agreement, Defendants shall produce the Class List to the Settlement Administrator.

54. Within twenty-one (21) days after Preliminary Approval, the Settlement Administrator shall implement the notice program, as set forth in this Section and as directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

a. ***Notice.*** The Class Administrator shall provide email notice to each Settlement Class Member. The email Notice shall contain an Online Claim Form containing a class member ID and shall direct recipients to a settlement website to allow them to update their address and make online claims. If an email address is undeliverable, the Settlement Administrator shall send direct notice to the Class Member via US mail. The Settlement Administrator shall re-mail, one time, any US mail returned as undeliverable and for which an alternative address can be located and undertake reasonable means to locate alternative addresses for returned notices.

b. ***Website Notice.*** The Settlement Administrator will establish and maintain a settlement website dedicated to the Settlement, on which will be posted the Notice, the complaint, the Motion for preliminary approval and corresponding order, the Motion for Attorneys' Fees and Litigation Expenses and a Settlement Class Representative Incentive Payment and corresponding order, and the Motion for Final Approval and corresponding order. These documents shall be available on the Settlement Website promptly following entry of the Preliminary Approval Order or when filed and remain until the Stale Date of the Settlement Awards. The Settlement Administrator shall secure the URL THRsettlement.com for the Settlement Website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

VII. CLAIM PROCESS

55. A Settlement Class Member who wishes to make a claim must fully complete the online Claim Form and submit it by the Claims Deadline.

56. The Settlement Administrator shall maintain a list of persons who have timely submitted Claim Forms and shall provide such list to the Parties upon written request.

57. If multiple valid Claim Forms are submitted relating to the same rental agreement with Defendants, the Settlement Administrator shall treat them as a single claim for purposes of calculating the Settlement Payment, and the approved payment amount shall be divided equally among the approved claimants associated with that rental agreement. The total paid shall not exceed the amount that would have been payable had only one claim been submitted.

VIII. OPT-OUT PROCESS

58. A Settlement Class Member who wishes to be excluded from this Settlement shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the settlement in the Glasbrenner v. THR action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement." No person may exclude any other person from the Settlement Class.

59. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties upon written request.

IX. OBJECTION PROCESS

60. A Settlement Class Member who wishes to object to any matter concerning the Settlement must file with the Court and copy the Parties' counsel on his or her objection, in writing, on or before the Opt-Out/Objection Deadline.

To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide the following information: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any documents the objecting Settlement Class Member wishes to submit in

support of his/her/its position. An individual who opts out of the Settlement is no longer a Settlement Class Member and cannot object to the Settlement.

61. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear by the Opt-Out/Objection Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice, and who has not timely filed an objection in accordance with the requirements set out in the Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

X. DISTRIBUTION PROCESS

62. The timing of Defendants' payment of the Settlement Funds is:

a. No later than thirty (30) days after entry by the Court of the Preliminary Approval Order, Defendants shall deposit the Settlement Fund in the Escrow Account.

b. On the Settlement Effective Date, Defendants shall pay Class Counsel's Attorneys' Fees and Litigation Expenses directly to Class Counsel after a W-9 and wire instructions are provided to Defendants.

Settlement Award Payments. Settlement Award payments shall be paid via the manner of payment selected by the Settlement Class member on the claim form. Thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall send the Settlement Award to each eligible Settlement Class Member who timely submitted a complete Claim Form. The Settlement Administrator shall undertake reasonable means to locate current addresses for all returned checks. Checks will be valid for ninety (90) days from the date on the check. The amounts of any checks that remain uncashed more than ninety (90) days after the date on the check will be deposited into the state's unclaimed property fund.

XI. RELEASE

63. Subject to the Court's final approval of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members release the Released Parties from the Released Claims.

64. The Parties acknowledge that this Settlement, including the Release provided in this Section, reflects a compromise of disputed claims.

65. The Final Approval Order shall dismiss the Action with prejudice and shall incorporate the terms of this Release.

XII. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

66. Class Counsel shall apply to the Court for the entry of an order:
- a. Preliminarily approving the Settlement;
 - b. Conditionally certifying the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement;
 - c. Approving the form and content of the proposed Notice, and plan for its distribution;
 - d. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
 - e. Formally appointing Class Counsel as class counsel;
 - f. Approving Plaintiffs as Settlement Class Representatives;
 - g. Approving the Settlement Administrator; and
 - h. Setting the Notice Deadline, Objection Deadline, and Opt-Out Period.

XIII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

67. Following Preliminary Approval of the Settlement, and no later than the filing of the motion for final approval, Class Counsel will submit a proposed Final Approval Order in substantially the form attached hereto as Exhibit 1, except as otherwise required by the Court.

XIV. MUTUAL FULL COOPERATION

68. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as

practicable after Execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Defendants and their counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

XV. CONDITIONS FOR TERMINATING THE AGREEMENT

69. In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

XVI. SIGNATORIES' AUTHORITY

70. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVII. NO PRIOR ASSIGNMENTS

71. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

XVIII. NOTICES

72. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given:

(i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

a. To the Class:

Matthew Peterson
Consumer Law Advocate, PLLC
1000 Brickell Ave, Suite 715
Miami, FL 33131

b. To Defendants

Aaron Winn
Greenberg Traurig, LLP
12830 El Camino Real
San Diego, CA 92130

XIX. MISCELLANEOUS PROVISIONS

73. **Construction.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, including a mediation with Lance Harke, and that this agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in drafting it.

74. **Captions and Interpretations.** Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

75. **Modification.** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any such modification is subject to Court approval.

76. **Integration Clause.** This Agreement, the exhibits hereto, and any other documents delivered pursuant thereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

77. **Binding on Assigns.** This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

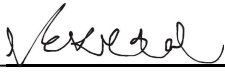
78. **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

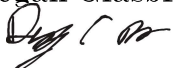
79. **Disagreements.** The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement.

80. ***Applicable Law.*** This Agreement shall be governed by Florida law without regard to its choice of law or conflicts of law principles or provisions.

SIGNATURES

ACCEPTED AND AGREED:



Megan Glasbrenner


Douglas Neal

03 / 19 / 2026

Date

03 / 16 / 2026

Date

ACCEPTED AND AGREED:

THR Property Management L.P.
By:
Title:

Date

Invitation Homes, Inc.
By:
Title:

Date

EXHIBIT 1

**IN THE CIRCUIT COURT OF
THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**Megan Glasbrenner and Douglas Neal,
on behalf of themselves and all others
similarly situated,**

CASE NO.: 25-CA-012779

Plaintiffs,

v.

**THR Property Management L.P. and
Invitation Homes, Inc.,**

Defendants.

_____ /

**(AGREED) FINAL ORDER APPROVING
PROPOSED CLASS ACTION SETTLEMENT**

THIS CAUSE came before the Court on the Unopposed Motion for Final Class Action Settlement Approval filed by Plaintiffs, Megan Glasbrenner and Douglas Neal, individually and on behalf of a class of persons similarly situated (“Plaintiffs”), and Defendant THR Property Management L.P. (“THR”) and Invitation Homes, Inc. (“IH”) (collectively “THR” and “IH” are “Defendants”) (collectively, Plaintiffs and Defendants are “the Parties”), seeking an Order granting final approval to the class action Settlement Agreement between the Parties. The Court has reviewed

the filings of the Parties in support of final approval, considered the discussion of counsel, and is otherwise advised in the premises.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Megan Glasbrenner and Douglas Neal, individually and on behalf of a class of persons similarly situated (“Plaintiffs”), and Defendant THR Property Management L.P. (“THR”) and Invitation Homes, Inc. (“IH”) (collectively “THR” and “IH” are “Defendants.”) Plaintiffs and Defendants are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement on [DATE]. The Court finds that adequate notice was provided to the members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, and exhibits thereto and supporting declarations, including the Settlement Agreement and Plaintiffs’ Motion for Approval of Attorney Fees, Expenses, and Plaintiffs’ Incentive Award.

5. The Court held a Final Approval Hearing on [DATE], at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class given the legal and factual posture of the litigation, and the fact that the Settlement Agreement is the result of extensive arm's-length negotiations.

7. Pursuant to the Settlement Agreement, the Defendants agreed not to oppose certification of a Settlement Class defined as:

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Courts; (3) the immediate families of the preceding person(s); (4) any Released Party; (5) any Settlement Class Member who timely opts out of this Action; (6) any counsel of record; and (7) any class member who, by the date of the Preliminary Approval Order, had already released the claims at issue in this Agreement with Defendants.

8. The Court confirms the appointment of Plaintiffs as Class Representatives of the Settlement Class.

9. The Court confirms the appointment of Matthew T. Peterson of Consumer Law Advocate, PLLC, as Class Counsel, and finds that he is experienced in class action litigation and has adequately represented the Settlement Class.

10. With respect to the Settlement Class, this Court finds that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

11. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 1.220, applicable law, and the Due Process Clauses of the U.S. Constitution and Florida Constitution.

12. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

13. The Court dismisses this action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs and all Settlement Class Members' claims against Defendants. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Released Parties.

14. The Court adjudges that Plaintiffs and all Settlement Class Members who did not validly and timely request exclusion shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as set forth in the Settlement Agreement.

15. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement

Agreement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

17. The Court hereby approves the payment of attorneys' fees, costs, and expenses to Class Counsel in the amount of \$[insert amount]. This amount shall be paid by Defendants to Class Counsel in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was

negotiated at arm's-length without collusion. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

18. The Court approves the Settlement Class Representative Incentive Payments in the amount of [\$XXX] to each of the Settlement Class Representatives, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid by Defendants to the Settlement Class Representatives in accordance with the terms of the Settlement Agreement.

19. The administration of the Settlement has been undertaken reasonably and efficiently. The Court further finds that the Settlement Administrator has performed the duties required under the Settlement Agreement, including dissemination of the Notice, processing of claims, handling of class member inquiries, and related administrative tasks. As of [Date], the Settlement Administrator has incurred or estimates incurring administration costs in the amount of \$[amount], which amount may be subject to adjustment based on final completion of distribution and post-distribution activities. The Court finds that the Settlement Administration Costs are fair, reasonable, and necessary to effectuate the terms of the Settlement and the interests of the Settlement Class, and hereby approves

payment of such costs from the Settlement Fund in accordance with the Settlement Agreement.

20. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement, shall be construed or used as an admission or concession by or against Defendants or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendants or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendants.

21. No Class Members sought exclusion from the Settlement, objections were filed in this matter, and any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

IT IS SO ORDERED.

DONE AND ORDERED in Chambers in Hillsborough County,
Florida this _____ day of _____, 2026.

Honorable Helene Daniel
Circuit Court Judge

Copies to all counsel of record

EXHIBIT 2

***Megan Glasbrenner and Douglas Neal v. THR Property Management
L.P. d/b/a Invitation Homes and Invitation Homes, Inc.,
Circuit Court of Hillsborough County, Case No. 25-CA-012779***

If you were a Florida tenant of THR Property Management L.P., Invitation Homes, Inc., and/or one of their subsidiaries between February 15, 2021 and October 31, 2025, you may be entitled to benefits under a class action lawsuit.

A court authorized this Notice. This is not a solicitation from a lawyer.

- **A proposed settlement will provide \$682,680 (the "Settlement Funds") to fully settle and release claims of the following individuals:**

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Court; (3) the immediate families of the preceding person(s); (4) any Released Party; (5) any Settlement Class Member who timely opts out of this Action; (6) any counsel of record; and (7) any class member who, by the date of the Preliminary Approval Order, had already released the claims at issue with Defendants.

- **Defendants deny Plaintiffs' allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses. By entering into the settlement, Defendants have not conceded the truth or validity of any of the claims against it.**
- **To receive a payment of \$20, You must fill out an Online Claim Form and select a payment method. Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
MAKE A CLAIM	To obtain money from the settlement you must make a claim. To make a claim, you must fully complete the Claim Form that was sent to you and mail it to the Settlement Administrator postmarked by _____, or submit an online claim form at www._____.com by _____
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Defendants or other released parties related to a released claim. The deadline for excluding yourself is _____ 2026.

OBJECT TO THE SETTLEMENT	If you wish to object to the settlement, you must write to the Court about why you believe the settlement is unfair in any respect. The deadline for objecting is _____ 2026.
DO NOTHING	If you do nothing, you will not receive a payment from the settlement but you will give up your rights to sue Defendants or any other released parties related to a released claim.
GO TO THE FINAL APPROVAL HEARING	You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you must file a document that includes your name, address, telephone number and your signature with the Court, which must also state your intention to appear at the Final Approval Hearing. This must be filed no later than _____, 2026.

- These rights and options-and the deadlines to exercise them-are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments (*i.e.* Settlement Award Checks) will be disbursed if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the putative class action lawsuit entitled *Megan Glasbrenner and Douglas Neal v. THR Property Management L.P. d/b/a Invitation Homes and Invitation Homes, Inc.*, which was filed in the Circuit Court of Hillsborough County. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or postcard about this settlement?

If you received a letter describing this settlement, it is because Defendants' records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025

Excluded from the Settlement Class are: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Court; (3) the immediate families of the preceding person(s); (4) any Released Party; (5) any Settlement Class Member who timely opts out of this Action; (6) any counsel of record; and (7) any class member who, by the date of the Preliminary Approval Order, had already released the claims at issue with Defendants.

3. What is this class action lawsuit about?

In a class action, a person called a Class Representative (here, Plaintiffs) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiffs filed a putative class action lawsuit in Hillsborough County Circuit Court asserting that their landlord and property manager (Defendants) failed to comply with the Florida Residential Landlord Tenant Act, Florida Consumer Collection Practices Act, and Florida Deceptive Unfair Trade Practices Act in connection with renting homes and returning security deposits. Defendants have denied all liability and presented defenses to the claim prior to entering in to this Class Settlement. The Court has conditionally certified a class action for settlement purposes only. The Honorable Helene Daniel is in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, the parties agreed to this settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class members will receive compensation. Plaintiffs and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025

A "Settlement Class Member" is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.THRsettlement.com, or you may write to the Settlement Administrator at THR Settlement, c/o _____, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed the law firm of Consumer Law Advocate, PLLC as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by this lawyer.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to \$225,000, including reasonable expenses. Class Counsel also will ask the Court to approve payment of up to \$3,000 to each Plaintiff for their services as Class Representatives. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS- WHAT YOU GET

8. What does the settlement provide?

Cash Payments. All Settlement Class Members who submit valid Claim Forms will receive a cash payment of \$20, which totals \$682,680 for all class members.

9. How much will my payment be?

If you file a valid claim form, you will be paid \$20 in the payment method you select on the claim form

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Defendants or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Defendants and all other Released Parties, as defined in the Settlement Agreement, from any and all claims that you had or may have arising out of your rental at a property owned or managed by a Released Party.

If you have any questions about the Release or what it means, you can review the Settlement Agreement at www.THRsettlement.com, speak to Class Counsel, listed under Question 6, for free; or, at your own expense, speak with your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To obtain a payment from the settlement you must make a claim. To make a claim, you must submit an online claim form at www.THRsettlement.com by [REDACTED]. If your claim is approved, payment will be sent to you in the manner you select.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on _____, 2026 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Class Members will be informed of the progress of the settlement through information posted on the Settlement Website at www.THRsettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue, or continue to sue Defendants or a Released Party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the THR Property Management FRLTA Settlement, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement." No person may exclude any other person from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than _____ 2026 to the Settlement Administrator at THR Property Management FRLTA Settlement, c/o _____

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendants or any Released Parties for the claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not receive a settlement payment and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement, or the award of any attorneys' fees and expenses, and/or any proposed service award.

To object, you must make your objection in writing, stating that you object to the Settlement. To be considered by the Court, you must personally sign the objection and provide the following information with it: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than _____, 2026.

To the Class:

Matthew Peterson
Consumer Law Advocate, PLLC 1000
Brickell Ave, Suite 715
Miami, FL 33131

To the Defendants

Aaron Winn
Greenberg Traurig, LLP
12830 El Camino Real
San Diego, CA 92130

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from settlement but you will give up your rights to sue Defendants or any other released parties related to a released claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at __:00 a.m. on _____, 2026 via Zoom. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiffs.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than _____, 2026. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.THRsettlement.com, or you can write to the address below. You can also call Class Counsel with any questions at (815) 999-9130.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL ABOUT THE SETTLEMENT.

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Megan Glasbrenner and Douglas Neal v. THR Property Management L.P. d/b/a Invitation Homes and Invitation Homes, Inc., Case No. 25-CA-012779 (Hillsborough County, Florida.)

This notice is to inform you about rights you have regarding a proposed Class Action Settlement related to the rental of a home with or managed by THR Property Management L.P., Invitation Homes, Inc., and/or their subsidiaries and affiliated companies (“Defendants”).

You are receiving this Notice because you have been identified through the business records of Defendants (your former property manager and/or landlord) as a member of the proposed Settlement Class in a lawsuit filed against your former property manager and/or landlord. The Settlement Class includes the following people:

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025 (the “Class”).

LITIGATION SUMMARY: Plaintiffs filed a putative class action lawsuit in Hillsborough County Circuit Court asserting that their landlord and property manager (Defendants) failed to comply with the Florida Residential Landlord Tenant Act, Florida Consumer Collection Practices Act, and Florida Deceptive and Unfair Trade Practices Act in connection with Defendants’ security deposit and rent advertising practices. Defendants have denied all liability and presented defenses to the claim prior to entering in to this Class Settlement.

Plaintiffs and Defendants have agreed to settle these claims in a Class Action Settlement in exchange for the monetary and non-monetary benefits set forth in the Settlement. All Settlement Class members will release Defendants from all liability arising from the claims in the lawsuit involving their Security Deposits.

MONETARY BENEFITS: Defendants will pay each Class Member, who does not opt-out of the settlement and Class Action, and who files a valid claim form, \$20. The total value of the Monetary Benefits for all class members is \$682,680.

PARTICIPATING IN CLASS AND SETTLEMENT: In order to receive the Monetary Benefits of this Settlement, Class members need to fill out an Online Claim form on the settlement website www.THRsettlement.com. If and when the Settlement is approved, a Settlement Payment of \$20 will be distributed to you in the payment manner you select on the Online Claim Form.

All Settlement Class members who do not exercise their right to exclude themselves from the Settlement Class in the manner set forth below will release Defendants and their subsidiaries and affiliated companies from any and all claims arising out of the causes of action advanced in the class action complaint.

ATTORNEY FEES: The Defendants have agreed to pay attorney fees and litigation costs that are awarded by the Court to Class Counsel. These fees and costs will not reduce any payments to Settlement Class Members and will be paid separately from the class benefits. Class Counsel may apply to the Court for an award of attorneys' fees and costs up to \$225,000. Settlement Class Members do not need to pay Class Counsel. If you wish to hire your own attorney to object to the Settlement or to represent you personally, you may do so at your own expense.

OPTING OUT OF CLASS AND SETTLEMENT: If you wish to be excluded from the Settlement Class, and receive **no settlement benefits**, you must send a written Request for Exclusion to **(Insert Claims Administrator and address)** no later than **INSERT DATE 10 days before FINAL FAIRNESS HEARING**, stating your name, address, and the following statement: "Requests exclusion from the Settlement Class in *Glasbrenner v. THR Property Management*. Requests for Exclusion must be signed and postmarked by **INSERT DATE 10 DAYS BEFORE FINAL FAIRNESS HEARING**. Requesting exclusion from the class removes your ability to receive the benefits of the settlement set forth above, but doing so preserves any claims you may have against Defendant.

OBJECTING TO THE SETTLEMENT: As a Settlement Class Member, you may appear at the Final Fairness Hearing to be heard in opposition to the fairness of the settlement, provided that you send a written Notice of Objection to the Settlement to **(Insert Claims Administrator and address)** Class Counsel, Matthew T. Peterson of Consumer Law Advocate, PLLC, 1000 Brickell Ave, Suite 715, Miami, FL 33131, and, Defense Counsel, Aaron Winn, Greenberg Traurig, LLP 12830, San Diego, CA 92130. Your written objection must include: (a) a notice of intent to appear; (b) a detailed statement of each objection asserted; (c) the grounds for each objection; (d) any documents and writings which you want the Court to consider; and (e) a list of witnesses you intend to call, if any. **OBJECTIONS MUST BE RECEIVED NO LATER THAN INSERT DATE 14 days before final approval**

FINAL FAIRNESS HEARING: The Court will hold a Final Fairness Hearing on **INSERT DATE** before the Honorable Helene Daniel, to determine whether the proposed settlement is fair, reasonable and adequate. **YOU ARE NOT REQUIRED TO ATTEND BUT YOU MAY DO SO IF YOU WISH.**

ADDITIONAL INFORMATION: This is a summary Notice of the terms of the settlement. You may view the Settlement Agreement and Complaint at the Hillsborough County Clerk of Court located at 800 E Twiggs St, Tampa, FL 33602.

This Notice has been Approved and Ordered by the
Honorable Helene Daniel, Circuit Court Judge

EXHIBIT 4

ONLINE CLAIM FORM

PAGE 1:

Instructions: You may be eligible for a payment as part of the Settlement for this case. Fill out each section of this form and sign where indicated. Please select whether you prefer to receive payment via Venmo, PayPal, Zelle, or check.

We strongly encourage you to select an electronic payment method (Venmo, PayPal, or Zelle) instead of a paper check because you will receive your settlement payment faster, it is more efficient and secure than a paper check, and you won't need to update your address with the settlement administrator if your address changes before the payment is made.

THIS CLAIM FORM MUST BE SUBMITTED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

<u>First Name</u>		<u>Last Name</u>
<u>Street Address</u>		
<u>City</u>	<u>State</u>	<u>ZIP Code</u>
<u>Email Address</u>		
<u>Contact Phone#:</u>		

You may be contacted by phone or email if further information is required.

Select Payment Method. Select the box of how you would like to receive your payment and provide the requested information:

☐ Zelle® ☐ PayPal® ☐ Venmo® ☐ Check

[Based on the selection, the claimant will be prompted to provide the information the Settlement Administrator requires to complete the payment.]

Class Member Verification: By submitting this Claim Form, I declare that the following information is true and correct to the best of my knowledge: I am an individual who rented a home from THR Property Management L.P., Invitation Homes, Inc., and/or their subsidiaries or affiliated companies in Florida and paid a security deposit at some point between February 15, 2021 through October 31, 2025. I will notify the Settlement Administrator of any changes to information submitted on this Online Claim Form.

E- Signature: _____

Date: ____ / ____ / ____

The Settlement Administrator will review your Claim Form. If accepted, you will receive a settlement payment. This process takes time; please be patient.

[If the claimant does not appear on the class list given the information provided on the claim form, the claimant will be directed to Page 2.]

PAGE 2:

Based on the information you provided, we are unable to confirm whether you are a class member. This may be because either (1) some of the information you submitted on the claim form (e.g., last name) matches the class list, but other information (e.g., first name or address) does not or (2) none of the information you submitted matches the class list. If you believe you are a class member, please provide the following information so that the settlement administrator can further evaluate your claim.

1. If you submitted an abbreviated version of your first name on your claim form, instead of your full given name (for example, "Alex" instead of "Alexander"), or vice versa, please submit any other version(s) of your first name.

First Name(s) (up to 3)

2. If you have a maiden name or former last name, please submit it.

Maiden or Former Last Name(s) (up to 3)

3. Please provide the address of your rental home you during the Applicable Time Period.

Prior Street Address(es) (up to 10)

EXHIBIT 5

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**Megan Glasbrenner and Douglas Neal,
on behalf of themselves and all others
similarly situated,**

CASE NO.: 25-CA-012779

Plaintiffs,

v.

**THR Property Management L.P. and
Invitation Homes, Inc.,**

Defendants.

**ORDER CERTIFYING SETTLEMENT CLASS
AND GRANTING PRELIMINARY APPROVAL
TO THE PROPOSED CLASS ACTION SETTLEMENT**

THIS CAUSE came before the Court on the Unopposed Motion filed by Plaintiffs, Megan Glasbrenner and Douglas Neal, individually and on behalf of a class of persons similarly situated (“Plaintiffs” or “Class Representatives”), and Defendant THR Property Management L.P. (“THR”) and Defendant Invitation Homes, Inc. (“IH”) (collectively THR and IH are “Defendants”) (collectively Plaintiffs and Defendants are “the Parties”), seeking an Order certifying a settlement class and preliminarily approving the terms of the proposed settlement between the parties. The Court has reviewed the pleadings, motion and supporting materials submitted by the parties, and being otherwise advised in the premises, finds and orders as follows:

THE CLASS SETTLEMENT APPROVAL PROCESS

To certify a class action for settlement purposes, a court must first determine that all the requirements for class certification set forth in Rule 1.220(a), Fla. R. Civ. P., and at least one of the requirements of subdivision of Rule 1.220(b), are satisfied. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620-20 (1997) (explaining that a settlement class must satisfy the requirements of numerosity, commonality, typicality, and adequacy of representation, as well as predominance and superiority).

Once the Settlement Class is determined to meet the requirements for class certification pursuant to Rule 1.220, the Court's analysis turns to the terms of the proposed settlement. *Grosso v. Fidelity National Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). The approval of a class action settlement as fair, adequate, and reasonable is a two-step process. First, the Court must determine whether the proposed settlement terms fall within the range of reasonableness such that preliminary approval is warranted. Second, after notice is given to the class, the Court must evaluate whether final approval is warranted. *See Manual for Complex Litigation*, Third, § 30.41, at 236-37 (1995).

The Court has considered Plaintiffs' Unopposed Motion for Certification of Settlement Class and Preliminary Approval of Class Action Settlement ("Unopposed Motion"), Plaintiffs' Memorandum of Law in Support of Joint Motion, including its exhibits, and the Class Action Settlement Agreement

(“Agreement”). Based on the arguments and evidence submitted, the Court finds:

I. FINDINGS OF FACT

Plaintiffs are natural persons, residents of Florida, and citizens of Florida, who both were former tenants of Defendants, their subsidiaries, and/or affiliates, and paid a security deposit as part of their tenancy. Defendant THR is a Delaware limited partnership with a principal place of business in Dallas, Texas. Defendant IH is a Maryland corporation with a principal place of business in Dallas, Texas. Defendants, their subsidiaries, and/or affiliates manage and own residential homes throughout Florida, and in this county.

In this lawsuit, Plaintiffs allege that Defendants’ business practices include (1) prematurely taking possession of tenants’ security deposits without providing them a chance to object within the 15-day objection period, (2) failing to send statutorily compliant security deposit notice letters, (3) failing to timely return security deposits, and (4) advertising the price of rent without including mandatory fees. Plaintiffs allege those practices are a violation of the Florida Residential Landlord Tenant Act, the Florida Consumer Collection Practices Act, and the Florida Deceptive and Unfair Trade Practices Act.

Defendants deny any and all wrongdoing. Defendants also claim that members of the Settlement Class still owe Defendants amounts due for damages, fees and costs associated with their leases.

II. CONCLUSIONS OF LAW REGARDING CLASS CERTIFICATION

For settlement purposes only, and based upon the Court's review of the Agreement and Plaintiffs' Unopposed Motion and Plaintiffs' Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval, pursuant to Fla. R. Civ. P. 1.220(a) and (b)(3), the Court hereby certifies the following class ("Settlement Class"):

All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025

A. Numerosity

For purposes of approving the Settlement Agreement and certifying the Settlement Class, the Court finds joinder of 34,134 tenants who signed a lease and paid a security deposit with Defendants or any of their subsidiaries or affiliated entities would be impracticable.

B. Commonality

The Court finds that the commonality requirement is satisfied, for purposes of approving the Settlement Agreement and certifying the Settlement Class. More specifically, the questions of law and fact that are common to the Class include, but are not limited to:

- (a) Whether Defendants violated the FRLTA by comingling security deposit funds before they were due to Defendants;
- (b) Whether Defendants prematurely deducted security deposits and whether that violates the FCCPA, (specifically section 559.72(9),

Florida Statutes by asserting legal rights the Defendants knows does not exist);

(c) Whether Defendants sent a legally sufficient certified mail notice letter;

(d) Whether Defendants advertised the price of rent without disclosing all mandatory additional fees; and

(e) Whether, as a result of Defendants' wrongdoing, Plaintiffs and Class Members sustained damages and the proper amount of these damages.

C. Typicality

The Court finds that the typicality requirement is satisfied, for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class, based on the similarity of Plaintiffs' claims with those of the Settlement Class members. Here, the named Plaintiffs are entirely typical of the putative class members they seek to represent. Plaintiffs are Florida residents, who were former tenants of Defendants. Plaintiff Glassbrenner alleges that her security deposit was retained by Defendants after she moved out of her home, and that Defendants did not wait until the 15-day objection period expired before it offset Plaintiff Glasbrenner's security deposit. Moreover, Plaintiff Neal alleges that Defendants communicated that he would receive back his deposit in full, but he alleges that he received the check more than 15 days after he moved out. Additionally, both Plaintiffs allege they

viewed an advertised rent price that did not include mandatory fees, which after they paid a non refundable application fee, they learned about for the first time. Accordingly, Plaintiffs are typical of the class members they seek to represent as there is nothing peculiar about Plaintiffs' experiences with Defendants that makes them different from other members of the Class. Because Plaintiffs possess the same legal interest and have endured the same alleged legal injury as the other members of the class, the typicality requirement of Rule 1.220(a) is also satisfied.

D. Adequacy

The Court finds that Plaintiffs have no interests antagonistic to the class they seek to represent and that Class Counsel is experienced in litigating class action cases. Accordingly, the adequacy requirement is satisfied for purposes of approving the Settlement Agreement and certifying the Settlement Class.

E. Rule 1.220(b) Requirements

The Court also finds that the requirements of Rule 1.220(b)(3) have also been satisfied, for the purposes of approving the Settlement Agreement and certifying the Settlement Class. In particular, the Court finds that the predominating common issue in this matter is whether Defendants are engaged in a common course of conduct, or common practice, of prematurely taking possession of its tenants' security deposits without first waiting for the 15-day objection day deadline to expire, whether Defendants send a legally sufficient certified mail notice letter of intention to impose a claim upon a

deposit within 30 days of moving out, if it returns tenants deposits in full within 15 days of moving out, and whether it advertises rent prices that do not include all mandatory fees. These practices would be found to be unlawful or they will not, based upon common evidence and defenses. Accordingly, for the purposes of certifying the Settlement Class under Rule 1.220(b)(3), this Court finds that common issues predominate over any individual issues that may exist.

The Court also finds for the purposes of preliminary approval that class treatment via a class-wide settlement is superior to individual litigation of the claims of each putative class member. In particular, the Court notes that the small amounts of individual damages effectively preclude individual actions seeking relief for the alleged overcharges at issue. Even if Settlement Class members could find counsel, most are wholly unaware that they have claims.

Accordingly, this Court finds that all of the requirements for Class Certification pursuant to Rule 1.220(a) and (b)(3) are satisfied and the Motion for Class Certification will be Granted.

III. THE FAIRNESS OF THE SETTLEMENT TERMS.

When determining whether to grant preliminary approval to a class action settlement, the Court must first certify the class for settlement purposes, and then consider the fairness of the settlement. *See e.g., Grosso v. Fidelity Nat'l Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). Having certified the class for purposes of this settlement, the Court must now consider the fairness of the settlement.

To approve a class action settlement, the Court must find that the agreement was fair, reasonable, and adequate. *Grosso*, 983 So. 2d at 1173-74 (Fla. Dist. Ct. (*citing* Fed.R.Civ.P. 23(e)(1)(C)), and *Ramos v. Philip Morris Cos.*, 743 So.2d 24, 31 (Fla. 3d DCA 1999)). The factors that should be considered in making this determination include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Grosso*, 983 So. 2d at 1172-74 (*citing* *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)).

Under the terms of the proposed Settlement, Defendants will pay \$20 to each Settlement Class member who does not opt out and who timely submits a valid Claim Form.

Thus, it appears to this Court that the proposed Settlement Agreement provides reasonable relief to the Settlement Class given all the circumstances.

The Attorney Fees that the parties have negotiated to Class Counsel do not diminish the relief to the Settlement Class and appear to be reasonable for this type of case.

The Class Representatives Incentive Awards that have been negotiated do not diminish the relief to the Settlement Class and appear to be reasonable for this type of case.

Therefore, the Court finds that the Settlement Agreement, when viewed in light of the *Bennett* factors, falls within the range of reasonableness such that Preliminary Approval of the Settlement is warranted, and Notice should be issued to the class.

IV. THE PROPOSED NOTICE TO THE SETTLEMENT CLASS

Notice to the class must be given before entry of judgment in order to allow class members the opportunity to either participate in the proceedings, or to opt out of the proceedings. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-176 (1974) (notice and opportunity to opt out required by due process). Florida Rule of Civil Procedure 1.220 dictates that, “the notice shall inform each member of the class that (A) any member of the class who files a statement with the Court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice.” Fla. R. Civ. Pro. 1.220.

The Notice attached as Exhibit 2 to Plaintiffs’ Memorandum in Support of Preliminary Approval explains the terms of the Settlement, provides instructions for how to opt-out of the settlement class, and explains the legal ramifications of staying a member. The Notice also allows class members to

appear through their own counsel and/or to object to the terms of this Settlement. Accordingly, this Court finds that the proposed Notice meets the requirements of Rule 1.220.

Based on the above findings of fact and law, it is, therefore,

ORDERED:

1. This action is certified, as set forth above pursuant to Florida Rule of Civil Procedure 1.220(a) and (b)(3).

2. The Court hereby appoints Plaintiffs as class representatives of the Settlement Class, and appoints Matthew T. Peterson of the law firm Consumer Law Advocate, PLLC as Counsel for the Settlement Class.

3. A Final Settlement Fairness Hearing shall be scheduled for [INSERT DATE AND TIME] a.m. via Zoom, and that hearing will address the following issues:

- a. to determine whether the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether the Settlement should be finally approved by the Court;
- b. to determine whether Final Judgment as provided under the Settlement Agreement should be entered dismissing the Complaint filed in the Action with prejudice; and to determine whether releases should be provided to Defendants as defined and set forth in the Agreement;

c. to consider whether to award Class Counsel's fees and expenses as set forth in the Agreement; and

d. to rule upon such other matters as the Court may deem appropriate.

4. The Court approves the form, substance, and requirements of the Notice of Settlement (the "Notice") attached to the Plaintiffs' Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Certification of Settlement Class and Preliminary Approval of Class Action Settlement, and authorizes a Settlement Administrator to notify each Class Member as set forth in the Agreement.

5. The form of the Notice, and method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meets the requirements of the Florida Rules of Civil Procedure and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

6. Class Counsel is authorized to represent and act on behalf of the Settlement Class with respect to all acts required by the Settlement Agreement or such other acts which are reasonably necessary to consummate the spirit of the proposed Agreement.

7. All litigation, including discovery, other than further proceedings with respect to the Settlement, is stayed until further order of this Court.

8. Any Settlement Class Member may opt out by utilizing the procedures outlined in the Notice. The Parties shall file a list of any Class Members who have timely and properly opted out of the Settlement with the Court no later than five (5) days prior to the Fairness Hearing.

9. Any Settlement Class Member may appear and show cause why the proposed Settlement of the Action embodied in the Settlement Agreement should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered thereon, or why the class representative incentive awards to the Plaintiffs should not be made, or why attorneys fees inclusive of the expenses should not be awarded as provided in the Settlement Agreement; provided, however, that no Settlement Class Member or any other person, shall be heard or entitled to contest the approval of the proposed Settlement, or, if approved, the Judgment to be entered thereon, unless on or before fourteen (14) days prior to the Fairness Hearing, that person has caused to be filed written objections in the manner and form outlined in the Settlement Agreement, stating all supporting bases and reasons with:

Clerk of the Circuit Court
Circuit Clerk
Hillsborough County Courthouse
419 N Pierce St, Tampa, Fl 33602

and has served copies of all such papers at the same time upon the following by first-class mail, in accordance with the requirements of the Settlement Agreement:

Class Counsel

Matthew T. Peterson
Consumer Law Advocate, PLLC
1000 Brickell Ave, Suite 715
Miami, FL 33131

Counsel for Defendants

Aaron Winn
Greenberg Traurig, LLP
12830 El Camino Real
San Diego, CA 92130

Attendance at the Settlement Fairness Hearing is not necessary in order for the objection to be considered by the Court; however, persons wishing to be heard orally in opposition to the approval of the Settlement are required to indicate in their written objection their intention to appear at the hearing. All written objections shall conform to the requirements of the Settlement Agreement and shall indicate the basis upon which the person submitting the objections claims to be a member of the Settlement Class and shall clearly identify any and all witnesses, documents and other evidence of any kind that are to be presented at the Settlement Fairness Hearing in connection with such objections and shall further set forth the substance of any testimony to be given by such witnesses.

Any Settlement Class Member who does not make his, her or its objection in the manner provided in the preceding paragraph of this Order shall be deemed to have waived such objection and shall forever be foreclosed

from making any objections to the fairness, adequacy, or reasonableness of the Settlement.

The foregoing certification of the Settlement Class is solely for the purpose of effectuating the Settlement. If the Settlement is not consummated for any reason, the foregoing conditional certification of the Settlement Class and appointment of the Class Representative and Class Counsel shall be void and of no further effect and the Parties shall be returned to the positions each occupied prior to entry of this Order without prejudice to any legal argument any Party may have asserted in this Action.

This Settlement and all negotiations, proceedings, documents prepared and statements made in connection with this Settlement shall be without prejudice to any Party and shall not be admissible into evidence, and shall not be deemed or construed to be an admission or confession by any Party, or any member of the Settlement Class, of any fact, matter or proposition of law, and shall not be used in any manner for any purpose.

DONE AND ORDERED in Chambers in Hillsborough County, Florida
this ____ day of _____, 2026.

Honorable Helene Daniel

Title	Glasbrenner W Exhibits.pdf
File name	Glasbrenner_WExhibits.pdf
Document ID	f0099426e0606a81abf96b024ef85ce2c41cf32c
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Sent for signature to MEGAN GLASBRENNER (meganglasbrenner@gmail.com) and Douglas Neal (dcneal220@gmail.com) by services@clio.com acting on behalf of mtp@lawsforconsumers.com
IP: 5.80.34.234



03 / 16 / 2026
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Viewed by Douglas Neal (dcneal220@gmail.com)
IP: 140.248.44.202



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Signed by Douglas Neal (dcneal220@gmail.com)
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03 / 16 / 2026
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