

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

CASE NO.: 53-2024-CA-000465-0000-00

MARIE-PIERRE C. SHAFFER, an individual,  
a/k/a Marie C. Shaffer, and TOMMY R. POINTER,  
an individual, on behalf of themselves, and all others  
similarly situated,

Plaintiffs,

v.

RENU PROPERTY MGT, LLC, an Indiana  
limited liability company, and  
RENU REAL ESTATE FL, LLC,  
a Florida limited liability company d/b/a  
“RENU Property Mgt Florida LLC,”

Defendants.

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**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (hereinafter the “Settlement Agreement”) is made by and between Plaintiffs, Marie-Pierre C. Shaffer and Tommy R. Pointer (“Class Representatives”), individually and on behalf of the Class and Class Members (as those terms are defined below), and Defendants, RENU Property Management, LLC, a Florida limited liability partnership, and RENU Real Estate FL, LLC, a Florida limited liability company, doing business as together as “RENU Property Mgt Florida LLC” (collectively “RENU Management”).

Throughout this Settlement Agreement, Defendants, the Class Representatives, and Class Members may be referred to individually as “Party,” or collectively as the “Parties.”

**Recitals**

A. There is currently pending in the Circuit Court of Polk County, Florida (the

“Court”), a lawsuit styled *Marie-Pierre C. Shaffer and Tommy R. Pointer v. RENU Property Mgt. LLC, et. al.* Case No. 2024-CA-000465 (the “Action”), in which the Class Representatives have claimed that Defendants violated the requirements of state law with respect to the demand for and collection of early lease termination fees or liquidated damages imposed on vacating tenants who did not sign separate lease agreement addendums substantially in compliance with Fla. Stat. §83.595(4). In particular, the Class Representatives have filed a Complaint against Defendants seeking relief on a class-wide basis for *inter alia* violations of the Florida Residential Landlord Tenant Act (“FRLTA”), Fla. Statute §83.40, *et seq.*, the Florida Consumer Collection Practices Act (“FCCPA”), and for unjust enrichment and/or restitution.

B. Defendants deny the claims asserted in the Action and expressly deny any and all wrongdoing or liability of any kind to any person, including in connection with the alleged claims. Defendants have asserted various affirmative defenses that could conceivably lead to the dismissal of this Action with no relief being afforded to the Plaintiffs or the Class.

C. Class Counsel has conducted an extensive investigation and evaluation of the facts and law relating to the claims asserted in the Action to determine how to best serve the interests of the Class Representatives and the Class Members. Defendants’ counsel has conducted a similar investigation on behalf of RENU Management.

D. The Class Representatives, individually and on behalf of the Class Members, on the one hand, and Defendants on the other, wish to amicably end and bring to rest the protracted litigation, disputes and claims between them in their respective best interests.

E. Counsel for the Parties have engaged in extensive arms-length negotiations prior to entering into this Settlement Agreement, including attending formal mediation.

F. This Settlement Agreement sets forth the terms and conditions for a proposed settlement of the claims described more fully below.

G. The Class Representatives and Class Counsel believe that this Settlement Agreement, including its class notification procedures, is fair, reasonable and adequate; and agree to settle the Action, pursuant to the provisions of this Settlement Agreement, after considering such factors as the substantial benefits to the Class Representatives and the Class Members under the terms of this Settlement Agreement and the attendant risks and uncertainties of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation, including (a) the uncertainty inherent in establishing any liability of Defendants, (b) the uncertainty inherent in the various theories of damages, even if the Class Representatives prevailed in establishing the liability of Defendants, and (c) the desirability of consummating this Settlement Agreement promptly in order to provide effective relief to the Class Representatives and the Class Members.

H. By reaching the settlement, Defendants do not admit or concede and expressly deny any wrongdoing, liability, or improper conduct of any nature in connection with any facts or claims that have been or could have been raised against it in the Action, or in any other forum. Defendants consider it desirable for the Action to be settled and dismissed because the Settlement will: (a) avoid the continued and significant expense of litigation of the proposed class action; (b) make unnecessary resolution of the issues presented by the Action; and (c) finally put the Class Representatives' claims and the Class Members' claims, as well as the underlying matters to rest without undue expense to the Parties, while reducing the inherent burdens and uncertainties associated with protracted litigation of those claims.

## Definitions

### A. Rules of Definitions.

Unless otherwise indicated, defined terms include the plural as well as the singular. Any term herein defined by reference to a section of this Settlement Agreement shall have such meaning as set forth in this Settlement Agreement as of the Execution Date and unless such meaning is expressly amended subsequently, such meaning shall remain in effect. Unless the context otherwise requires, a reference to any law or governmental regulation includes any amendment, modification or successor thereto; a reference to any Person includes its successors and assigns; the words “include,” “includes” and “including” are not limiting and shall be deemed to be followed by the words “without limitation” whether or not in fact followed by such words or words of like import; and the terms “hereof,” “herein,” “hereunder” and comparable terms refer to this entire Settlement Agreement with respect to which such terms are used and not to any particular article, section or other subsection or subdivision thereof.

### B. Defined Terms.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1. “Action” means that certain lawsuit styled *Marie-Pierre C. Shaffer and Tommy R. Pointer v. RENU Property Mgt. LLC, et. al.* Case No. 2024-CA-000465 as filed in the Circuit Court of the 10<sup>th</sup> Judicial Circuit, in and for Polk County, Florida.

2. “Applicable Limitations Period” means the maximum statute of limitations period for all claims from the date on which the Action was filed, and shall include February 1, 2020, through the date of full execution of this Agreement.

3. “Approval Hearing” means the hearing before the Court at which the Court determines, among other things: (1) the merits of the Settlement; (2) whether to approve in final this Settlement Agreement pursuant to Florida Rule of Civil Procedure 1.220 as fair, reasonable, adequate, and in the best interests of the Class Members and authorize all acts necessary to consummate and effectuate the terms and conditions of this Settlement Agreement; (3) whether the Court should enter a Final Judgment approving the Settlement and dismissing the Action with prejudice; (4) the compensation of Class Counsel for attorney’s fees, court costs and litigation expense; and (5) such other matters as the Court may deem necessary and appropriate.

4. “Class Counsel” means Robert W. Murphy, 440 Premier Circle, Suite 240, Charlottesville, Virginia 22901, (954) 763-8660; and Joseph M. Sternberg, Landers & Sternberg, PLLC, 100 E. Pine Street, Suite 110, Orlando, Florida 32801, (407) 495-1893.

5. “Class Member Lease” means a residential lease executed by a Class Member with Defendants during the Applicable Limitations Period.

6. “Class Members” and “Class” means the Class defined as follows:

All persons who between February 1, 2020 to the present (a) leased residential property in the State of Florida from Defendants (b) who following the termination of their lease agreement (c) received a demand for payment of liquidated damages or any early termination fee and/or (d) received a demand for payment of liquidated damages or an early termination fee who did not sign a separate addendum to the lease agreement containing a provision in substantially the form as set forth under Fla. Stat. §83.595(4)

Defendants represent and warrant that the Class consists of approximately 130 accounts (“Disclosed Class Size”).

7. “Paid Early Termination Fee Subclass” means the sub-class of persons within the

Class defined as follows:

All persons who paid the liquidated damages or an early termination fee either voluntarily or through a deduction against any monies held by RENU Management as a security deposit.

8. “Class Representatives” means Marie-Pierre Shaffer and Tommy R. Pointer acting on behalf of themselves and on behalf of the Settlement Class and the Settlement Class Members.

9. “Court” means the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida which presides over the Action.

10. “Execution Date” means the date of the last signature required to form the agreement embodied in this Settlement Agreement.

11. “Final” means the date of the last of the following events: (a) thirty-five (35) days after the Final Judgment (as defined below) is entered if no document is filed within that time seeking appeal, review, rehearing, reconsideration, or any other action regarding the Final Judgment; or (b) if any such document is filed, then fourteen (14) days after the date upon which all appellate and/or other proceedings resulting from the document have been finally terminated in such a manner as to permit no further judicial action and that the settlement is affirmed. If the Final Approval Order (as defined below) is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order shall not become “Final.”

12. “Law” means laws of every kind and nature, including without limitation statutory law as well as case law and rules and regulations.

13. “Litigation” means all actions, claims and proceedings which were asserted in, or could have been asserted in, the Action.

14. “Participating Class Members” means all Class Members, as defined above, who do not exclude themselves from the Class pursuant to the exclusion procedures set forth in Section 3: Objections and Exclusions.

15. “Party” or “Parties” means RENU Property Mgt LLC, RENU Real Estate FL LLC, RENU Property Mgt Florida LLC, the Class Representatives, the Class, and Class Members.

16. “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

17. “Related Parties” means each of a Person’s past or present directors, officers, employees, managers, operators, investment bankers, partners, principals, agents, brokers, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint venturers, co-venturers, assigns, spouses, advisors, heirs, executors, related or affiliated entities, any entity in which a Person has a direct or indirect controlling interest, any members of their immediate families, or any trust of which a Person is the settlor or which is for the benefit of the Person.

18. “Released Persons” means Defendants RENU Property Mgt LLC, RENU Real Estate FL LLC, and RENU Property Mgt Florida, LLC, and is intended to include all “Persons” as defined in Paragraph 16, above, including but not limited to, all present and future affiliated entities, all property owners and associations where the Class Members resided at the relevant time herein, all predecessors and successors and each of their respective parents, subsidiaries, insurers, agents,

employees, representatives, officers, members, attorneys, and all other persons or entities acting on such Defendants' behalf. “

19. “Settlement” means the settlement embodied in this Settlement Agreement.

20. “Settlement Benefits” shall mean the benefits set forth in Section 1.

Terms of Settlement

NOW THEREFORE, in light of the foregoing, which is incorporated herein and made a part hereof, and in consideration of the mutual promises, agreements and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, it is hereby stipulated and agreed by, between and among the Parties, that the Action and the matters raised by it hereby will be settled, compromised, and dismissed on the merits and with prejudice on the following terms and conditions, subject to the approval of the Court.

1. **Settlement Benefits.**

1.1 *Consent decree.* As part of the Final Judgment, the Court shall enter a consent decree:

(a) permanently enjoining Defendants from collecting or attempting to collect Early Termination Fees from tenants who terminate their leases which did not contain a separate addendum to the lease agreement with a provision in substantially the form set forth under Fla. Stat. §83.595(4); and

(b) permanently enjoining Defendants from collecting any further monies as Early Termination Fees from Class Members under residential lease agreements subject to this settlement; and

(c) permanently enjoining Defendants from reporting negative credit reporting



tradelines as to any Class Member, including any Discharged Early Termination Fees as defined below, and directing Defendants to submit appropriate reports to consumer credit reporting agencies (each, a “CRA”) requesting the deletion of negative credit reporting tradelines that have previously been submitted by Defendants or their agents (including third party debt collectors) as to Class Members.

*1.2 Discharge of Debt.* Defendants shall waive the right to collect any further monies as Early Termination Fees from Class Members and shall discharge the unpaid Early Termination Fees under any residential lease agreement subject to this Settlement. The aggregate amount of the Discharged Early Termination Fees is approximately \$148,330.62. The discharge of monies owed by Class Members is limited to the Early Termination Fee amounts at issue in the instant action and shall not apply to any other monies owed by Class Members to Defendants under the subject lease agreements.

*1.3 Settlement Fund.* Within three (3) days of entry of a Final Judgment approving the instant Class Action Settlement Agreement, Defendants shall establish a settlement fund (“Settlement Fund”) in the total sum of Three Hundred Seventy Thousand Dollars (\$370,000.00) with the Court-appointed Settlement Administrator, from which payments, including, but not limited to, attorneys’ fees, litigation expense, mediation costs, class representatives’ compensation, and settlement administration expense, shall be deducted to determine the net settlement fund (“Net Settlement Fund”). Each Paid Early Termination Fee Subclass Member shall receive a *pro rata* share of the Net Settlement Fund without the need for a claim form based on the ratio of the Early Termination Fee paid by the Subclass Member to the Net Settlement Fund. Settlement checks (“Settlement Check”) will be distributed to Paid Early Termination Fee Subclass Members within

thirty (30) days of entry of the Final Judgment.

The \$370,000.00 amount shall constitute an inviolate and complete cap for the Settlement Fund and Defendants and/or their insurers shall not be liable for any amounts in excess of the Settlement Fund regardless of any circumstance whatsoever.

*1.4 Settlement Administration Expense.* Class Counsel shall contract directly with American Legal Claims Services, LLC, or another mutually agreeable class administrator (“Settlement Administrator”) to fund and administer the Class Settlement. All costs and expense of settlement administration shall be paid through the Settlement Fund as incurred and shall be advanced from the Settlement Fund prior to calculation of the Net Settlement Fund. Such expenses include but are not limited to notice preparation and mailing (including any necessary re mailing), skip-tracing, and maintenance of a website to provide settlement details and the anticipated distributions to Paid Early Termination Fee Subclass Members, as more particularly described in Paragraph 2 below.

## **2. Mechanics of Preliminary Settlement Approval**

*2.1 Preliminary Settlement Approval:* Upon execution of this Settlement Agreement, Class Counsel shall prepare and file a motion (“Preliminary Approval Motion”) requesting that the Court enter a jointly prepared Order of Preliminary Approval, attached as Exhibit “A” approving on a preliminary basis this Settlement Agreement.

*2.2 Description of Order of Preliminary Approval:* The Order of Preliminary Approval shall:

- (a) Temporarily and conditionally certify the Class for Settlement purposes only;
- (b) Provide that the Class Representatives and Class Counsel fairly and adequately

represent and protect the interests of the Class Members;

(c) Determine on a preliminary basis that the Settlement, including the identification, notification and class administration set forth in this Settlement Agreement, is fair, adequate, and reasonable to the Class Members;

(d) Stay all proceedings in the Action and enjoin the prosecution by Class Members who do not timely and validly exclude themselves from this Settlement of any non-filed or pending individual or class claims asserting any claim(s) encompassed by the claims released in Section 3.1;

(e) Approve as being in compliance with the due process rights and other rights of Class Members, the plan of notice and class administration set forth herein, and the contents of the Notice of Class Action Settlement, Settlement Hearing and Right to Appear (“Notice”), attached hereto as “B” respectively.

(f) Provide a clearly disclosed right to object or request exclusion from the Class and the Settlement in the Notice, as set forth herein;

(g) Direct that Class Members will be notified of the terms of the proposed Settlement by mailing of the Notice to Class Members by the Class Administrator by first-class mail, postage prepaid, to their updated last known addresses, as indicated in Defendants’ records, by a date certain;

(h) Direct that the Settlement Administrator establish and host a website that shall be made available to the Class Members which shall include access to the Class Members Long Form Notice and all material filings in the Action, including the pleadings and the Settlement Agreement

(i) Set a date for the filing of written requests for exclusion or objection by Class Members; and

(j) Set the Approval Hearing to accomplish among other things:

(1) Review and determine the merits of any objections to the Settlement;

(2) Determine whether to approve in final this Settlement Agreement pursuant to Florida Rule of Civil Procedure Rule 1.220, as fair, reasonable, adequate and in the best interests of the Class and authorize all acts necessary to consummate and effectuate the terms and conditions of this Settlement Agreement;

(3) Determine whether the Court should enter a Final Judgment in substantially the form attached as Exhibit "C" approving the Settlement in final and dismissing the Action with prejudice;

(4) Approve the Attorney Fee Award and Costs to be paid to Class Counsel; and

(5) Determine such other matters as the Court may deem necessary and appropriate.

2.3 *Preparation of Class List:* Within twenty one (21) days of entry of an Order of Preliminary Approval, Defendants shall provide to the Settlement Administrator list of Class Members ("Class List") in Excel worksheet form that shall include for each Class Member the following information: (i) name and last known address of Class Member, (ii) date of Lease, (iii) lease term, (iv) date of moveout, (v) asserted Termination Fees (vi) amount of paid Termination Fees;(vii) unpaid balance of purported obligation of Class Member to Defendants excluding any Termination Fees ("Residual Balance"), and (viii) statement of whether tenant or spouse of the tenant was active-duty military.

The parties acknowledge that the Class List contains confidential information which may not be disseminated to anyone other than the Settlement Administrator. Defendants shall provide

the address data from its own database to the Settlement Administrator and Class Counsel. The Settlement Administrator will process the addresses of Class Members through the National Change of Address database, and/or any other commercially standard service such as Probe 260 or Lexis/Nexis Accurint to update address data.

2.4 *Proof of Notice to Class Members:* After mailing and at least ten (10) days prior to the Approval Hearing, the Settlement Administrator, through Class Counsel, shall file with the Court a notice of mailing of the Short-Form Notice to the Class Members, detailing the number of class notices which were mailed to the Class Members, and identifying the number of persons who timely filed a written request for exclusion from the Settlement pursuant to Section 3.1, *infra*.

### **3. Objections and Exclusions.**

3.1 *Exclusion and Objection Rights:* As set forth in the Notice to Class Members:

(a) Any Class Member may be excluded from the Class by filing with the Court and serving counsel for Defendants and the Class Representatives (all identified below) a written request for exclusion, which request for exclusion will contain the Class Member's name, current address, the name and caption of this Action and signature. The written request for exclusion must be served and filed no later than twenty (20) days before the date of the Approval Hearing to be effective.

(b) Any Class Member that chooses not to submit a written request for exclusion may, if he or she desires, object to the Settlement by filing with the Court and serving on counsel for Defendants and the Class Representatives a written objection containing the Class Member's name, current address, and the name and caption of this Action. The written objection must be filed with the Court and served on counsel no later than twenty (20) days before the date of the Approval

Hearing.

(c) Any Class Member who has timely filed and served a written objection to the Settlement may enter an appearance at the Final Approval Hearing, either personally or through counsel, and

(d) All proceedings, orders, and judgments, including the Final Judgment entered in the Action, whether favorable or unfavorable to the Class Members, will be binding on all Class Members who have not validly excluded themselves from the Class, even if such Class Member has objected to the Settlement. Additionally, the “Releases and Covenants Not to Sue” contained in Section 4 of this Settlement Agreement will be binding on all Class Members who have not validly excluded themselves from the Class, even if such Class Member has objected to the Settlement.

*3.2 Requests for Exclusion:* Any Class Member who does not timely file an effective written request for exclusion, in accordance with Section 3.1(a), shall be bound by all proceedings, orders and judgments in the Action, including the Final Judgment, even if such Class Member has pending, or subsequently initiates, litigation against Defendants or any other Released Person relating to the Released Claims. A Class Member who chooses to be excluded from the Class will be excluded from the Class, and therefore will be excluded from participation in the Settlement and, accordingly, will not be entitled to receive the Settlement Benefits for the Class.

*3.3 Objections to Settlement:* Any Class Member who has not filed a written request for exclusion from the Class and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement, the proposed Settlement or the amount of the Attorney Fee Award, must file with the Court and serve on counsel for Defendants and the Class Representatives, within

the time noted above, a written statement of the objection, stating the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and proffering any evidence the Class Member wishes to introduce in support of their objection. Class Members may object either on their own or through an attorney hired at their own expense. If a Class Member hires an attorney to represent him or her, the attorney must:

- (a) File a notice of appearance with the Court no later than twenty (20) days prior to the date of the Approval Hearing; and
- (b) Serve a copy of such notice of appearance on counsel for Defendants and the Class Representatives.

Any Class Member who fails to comply with the provisions for objecting to the Settlement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

Under no circumstances shall Defendants, Class Counsel, the Class Representatives, or the Released Parties be responsible for paying any monies or other consideration to objectors and/or counsel for objectors under the terms of this Settlement Agreement or otherwise.

*3.4 Blow-out Provision:* The Parties agree that, if more than 5% of Class Members opt-out, the parties will have 21 days to determine whether to withdraw from the settlement. The Parties agree that, if any Party withdraws from the settlement under the foregoing settlement agreement, or the Class Settlement is not approved by the Court, this Settlement Agreement shall be null and void, and any order or judgment entered by the Court to further this settlement shall be vacated *nunc pro tunc*, and that Defendants shall have the right to contest the certification of a class and

that this settlement agreement may not be used as evidence or otherwise be used in any court filing or proceeding.

**4. Effect of Entry of Final Judgment**

4.1 Release and Covenant Not to Sue: The Class Representatives and Class Members hereby agree that, upon entry of a Final Judgment, they shall forever release, remise, acquit, satisfy, waive, and discharge Defendants and all other Released Persons from the following (“Released Claims”):

(a) Any and all actions, causes, claims, and causes of action asserted in this Action or which could have been asserted in this Action based on the facts alleged in the Complaint in the Action; and

(b) Any and all claims, demands, damages, causes of action or suits, whether known or unknown, seeking or relating to damages or other legal or equitable relief arising out of or in any way related to the Lease Agreements which are the subject matter of the instant proceeding; and

(c) Notwithstanding the foregoing, under no circumstances shall the Released Claims extend to or include claims for bodily injury, violations of the Servicemembers Civil Relief Act, or claims under the Telephone Consumer Protection Act, for which the Class Members shall retain full rights to pursue.

4.2 Agreement Not to Sue: Without limiting the generality of any provision herein, the Class Representatives and Class Members hereby expressly agree that they, acting individually or together or as a representative of a class, shall not seek to institute, maintain, prosecute, sue or assert in any action or proceeding against Defendants, and all other Released Persons, any of the Released



Claims, and/or any claims under the Lease Agreement(s) which are the subject matter of the instant proceeding. Defendants, and all other Released Persons, further expressly agree that they shall not seek to institute, maintain, prosecute, continue to prosecute, sue, or assert, in any action or proceeding, any claims against the Class Representatives or Class Members for any breach of a payment obligation of the Class Representatives or Class Member under any Lease Agreement which is the subject matter of the instant proceeding.

4.3 Release Covers Fees and Costs: Except as otherwise expressly provided herein, and without in any way limiting the scope of the foregoing release and covenant not to sue, the foregoing release and covenant not to sue covers, without limitation, any and all claims for attorneys' fees, expenses, costs or disbursements incurred by Class Counsel, and any other counsel, representing the Class Representatives or Class Members, or by the Class Representatives or the Class Members, or any of them, in connection with or related in any manner to the Action, the litigation of this Action, this Settlement Agreement, the Settlement, and/or the administration of such Settlement.

4.4 Subsequent Discovery of Facts: In connection with this release and covenant not to sue, the Class Representatives and the Class Members acknowledge that they are aware that they may, hereafter, discover facts, actions, claims and causes of action presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the purpose of this Settlement Agreement and the intention of the Class Representatives and Class Members to settle and release such matters, and all actions, causes, causes of action and claims relating thereto, which exist, or might have existed (whether or not previously or currently asserted in any action).

4.5 Waiver: The Class Representatives and Class Members expressly understand that

certain federal or state laws, rights, rules, or legal principles which may be or become applicable may require different or additional modifications than those agreed to herein. The Class Representatives and Class Members hereby agree that the provisions of such laws are hereby knowingly and voluntarily forever waived and relinquished by the Class Representatives and Class Members, and the Class Representatives and Class Members hereby agree and acknowledge that this is an essential term of this Settlement Agreement.

4.6 Final Resolution: Nothing in this section is intended to limit the generality of the release and covenant not to sue set forth above. It is the purpose and intent of this Settlement Agreement that all claims, actions and causes of action by the Class Representatives and Class Members, including those alleging violations of law, as set forth in the Action, and/or any claims relating in any way to the financing agreement(s) which are the subject matter of the instant proceeding, shall forever be barred. The doctrines of *res judicata* and collateral estoppel shall apply to all Class Members with respect to all issues of law and fact and matters of relief within the scope of all filed complaints in this Action, the Released Claims, and this Settlement Agreement. If a Person seeks, in a separate action or proceeding, relief that would be inconsistent with the terms of this Settlement Agreement, Defendants or any Released Party may, by affidavit or otherwise, in writing, advise the other Parties and the Court or other forum in which such action or proceeding is brought, that such relief in that action or proceeding is unwarranted. If requested by Defendants or any Released Party, the Class Representatives or Class Counsel shall also advise the Court or other forum in which such action or proceeding is brought, in writing, that such relief in that action or proceeding is unwarranted. Provided that, since this Settlement Agreement provides for review by the Court, any of the Parties hereto may recommend that matters raised in such separate action or

proceeding should be submitted to the Court for resolution under the terms of this Settlement Agreement.

4.7 **Failure to Receive Notice:** The failure of any Class Member to receive Notice or any other document, as described in this Settlement Agreement, shall not be a basis for invalidating the Settlement, this Settlement Agreement, any order entered pursuant thereto, or any of the exhibits or documents referenced herein, and/or attached hereto, and the settlement shall, nevertheless, be binding and the Final Judgment effective in accordance with its terms.

**5. Attorney's Fees and Litigation Expense to Class Counsel**

5.1 *General:* Subject to court approval, Class Counsel shall request reasonable attorneys' fees under the common fund/benefit doctrine in an amount not to exceed the sum of One Hundred Fifty-Seven Thousand Three Hundred Forty-Three Dollars and 94/100ths Cents (\$157,343.94) ("Attorney Fee Award"). Class Counsel shall also be entitled to recover all reasonable litigation expenses, including but not limited to court costs, mediation fees and travel expense ("Costs"). Defendants recognize that the efforts of Class Counsel will benefit the Class and shall not object to the amount and payment of the Attorney Fee Award and Costs.

5.2 *Payment:* Upon payment of the Settlement Fund by Defendants, the Settlement Administrator shall issue payment of the Attorney Fee Award and Costs to Class Counsel from the Settlement Fund by wire transfer in accordance with the instructions of Class Counsel. Class Counsel shall each provide a form W-9 to Defendants, or their insurer(s), and the Settlement Administrator prior to having the Settlement Administrator pay the Attorney Fee Award and Costs.

5.3 *Allocation:* Defendants shall have no liability or other responsibility for the allocation of the Attorney Fee Award and Costs among and between Class Counsel and any other

counsel for Class Representatives or Class Members, or with respect to the incentive awards to the Class Representatives. In the event that any dispute arises relating to the allocation of the Attorney Fee Award and Costs or the Incentive Award, then Class Counsel and the Class Representatives agree that they are barred from suing or asserting any claim against Defendants and the Released Parties related to or arising out of in any way the Attorney Fee Award, Costs or the Incentive Awards.

5.4 *Release:* The payment of the Attorney Fee Award and Costs through the Settlement Fund as described in this Settlement Agreement shall constitute full satisfaction of Defendants' or the Released Parties' alleged obligation to pay any person, attorney, or law firm, for attorneys' fees, costs and expenses incurred on behalf of the Class Representatives and the Class Members, and shall relieve Defendants and the Released Parties from any other claims or liability to pay any other attorney or law firm or person for any attorneys' fees, expenses and costs to which any person may claim to be entitled related to the Released Claims.

## **6. Costs of Settlement Administration**

6.1 *General:* Subject to Court approval, Class Counsel shall enter into a contract with American Legal Claim Services, LLC ("Settlement Administrator") or another mutually agreeable Settlement Administrator and will be responsible for all costs of settlement administration, distribution, and class notice ("Settlement Administration Expense"), which amounts are to be paid from the Settlement Fund as provided for under Section 1.4 above. The Settlement Administrator shall be appointed for the purpose of providing notice to the Settlement Class, updating the class list, processing of claims forms, transmitting settlement papers, issuing payment checks, website maintenance and all other tasks necessary and proper for the administration of the settlement. The

Notice shall inform the Class Members of the anticipated Settlement Administration Expense.

6.2 *Limitation:* The Settlement Administration Expense does not include any attorneys' fees, expenses, costs, or disbursements incurred by Class Counsel and/or any other counsel representing the Class Representatives or Class Members, or by the Class Representatives or the Class Members, or any of them, in connection with or related in any manner to this Settlement Agreement, the Settlement, and/or the administration of such Settlement, except as provided for herein.

6.3 *Confidentiality Agreement.* The Settlement Administrator shall sign a confidentiality agreement which shall provide that the information provided to it by Defendants and the Class Members shall be treated as confidential and shall be used only as required by this Settlement Agreement. The names, addresses, and other identifying information shall not be provided to Class Counsel except as provided herein.

**6. Benefit to Class Representatives**

6.1 *General.* At the time of the Final Approval Hearing, Class Counsel shall apply to the Court to approve the payment to each of the Class Representatives of the sum of Two Thousand Five Thousand Dollars (\$2,500.00) each, for an aggregate incentive award in the total sum of Five Thousand Dollars (\$5,000.00) ("Class Representative Incentive Award"). The Class Representative Incentive Award shall be in addition to all other benefits for the Class Representatives as Members of the Class hereunder. The payment of the Class Representative Incentive Award shall be made from the Settlement Fund by check made payable to the Class Representatives, and thereafter shall be distributed by Class Counsel to the Class Representatives. The Class Representatives shall provide a form W-9 to Defendants or its insurer, and the Settlement Administrator prior to having

the Settlement Administrator issue the award.

6.2 *Time of Payment.* The Settlement Administrator shall pay the Class Representatives Incentive Award to the Class Representatives from the Settlement Fund upon payment of the Settlement Fund by Defendants

8. **Issuance of Settlement Benefits to Class Members**

8.1 *Payment of Settlement Checks to Participating Class Members:* Within thirty (30) days after entry of the Final Judgment, the Settlement Administrator shall mail Settlement Checks to Paid Early Termination Fee Subclass Members from the Net Settlement Fund.

8.2 *No Liability for Joint Class Members:* The Parties shall not be liable or responsible for allocating or dividing the Settlement Benefits among Class Members who jointly are entitled to Settlement Benefits (“Joint Class Members”). If a Class Member is jointly entitled to Settlement Benefits with another Class Member, the Settlement Administrator shall mail a single Settlement Check made payable jointly to all such persons (“Joint Settlement Check”). In the event Joint Class Members have separate addresses, any such Joint Settlement Check shall be mailed by the Class Administrator to whatever address that the Settlement Administrator deems appropriate. Any dispute that arises between Class Members who are jointly entitled to Settlement Benefits shall be resolved solely between the contending Class Members, and such Class Members shall be prohibited from joining Defendants or any of the Released Parties, Defendants’ counsel, the Class Representatives, or the Class Representatives’ counsel, in any action, to apportion a distribution made pursuant to the Settlement.

8.3 *Limitation Period for Negotiation of Settlement Check:* The Class Members shall have ninety (90) days (“Settlement Check Expiration Date”) from the date of issuance of the

Settlement Check to present such Settlement Check for payment. After the Settlement Check Expiration Date, such Settlement Check shall be void, and of no further force and effect, and the Parties shall have no obligation to honor or reissue any further Settlement Check that is not presented for payment within said ninety (90) day period.

8.4 *Cy Pres Award:* Within thirty (30) days from the Settlement Check Expiration Date, all remaining sums shall be paid from the Settlement Fund as a *cy pres* award to Community Legal Services of Mid-Florida, Inc., subject to Court approval (“Cy Pres Award”). The Cy Pres Award shall be delivered to Class Counsel for distribution.

## **7. Additional Terms**

7.1 *Strict Performance; No Waiver.* Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

7.2 *Best Efforts.* The Parties shall cooperate fully with each other and shall use their best efforts to obtain court approval of this Settlement Agreement and all of its terms.

7.3 *Arm’s Length Transaction.* The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm’s length. The exact wording, language, form and structure of the exhibits also have been negotiated at arm’s length. All terms, conditions, and exhibits in their exact form are material to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

7.4 *Party requests for Modification.* If (a) any Party petitions the Court for a

modification, addition, or alteration of any term, condition, or exhibit; or (b) the Court on request of any Person or *sua sponte* materially modifies, adds to or alters any of the terms, conditions, or exhibits of this Settlement Agreement, then this Settlement Agreement shall become voidable and each of Defendants and the Class Representatives shall have the right to terminate this Settlement Agreement and declare it to be of no further effect by filing with the Court a notice of withdrawal from the Settlement no later than ten (10) days after the service of any written order or final written statement of the Court modifying, adding to, or altering any of the terms, conditions or exhibits of this Settlement Agreement. Failure to timely file the notice of withdrawal shall indicate that Defendants and the Class Representatives agree to the modification, addition, and/or alteration to the terms, conditions, or exhibits to this Settlement Agreement.

7.5 *Other termination.* In the event the Settlement is terminated in accordance with this Agreement, is not approved, is vacated or fails to occur for any reason, then the Parties shall be deemed to have reverted to their respective status in the Action as of April 15, 2021 , and, except as otherwise expressly provided herein, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

7.6 *Communications with Media and Publicity.* The Parties will not issue any statement, whether oral or written, to the media, concerning the settlement or the settlement Agreement.

7.7 *Joint Participation.* Each Party participated jointly in the drafting of this Settlement Agreement, and therefore the terms of this Settlement Agreement are not intended to be construed against any Party by virtue of draftsmanship.

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



7.9 *Governing Law.* Any issue or matter related to or arising out of this Settlement Agreement, including, without limitation, the construction and interpretation of its terms, that would be governed by state law shall be governed by and interpreted according to the substance and law of the State of Florida, excluding its conflict of law provisions.

7.10 *Notice.* Except as otherwise set forth herein, whenever this Settlement Agreement requires or contemplates that the Parties, or any of them, shall or may give notice to the other, notice shall be provided as follows:

(a) If to the Class Representatives or Class Members, then to: Robert W. Murphy, Esq., 440 Premier Circle, Suite 240, Charlottesville, VA 22901, and Joseph M. Sternberg, Esq., Landers & Sternberg PLLC, 100 E. Pine Street, Suite 110, Orlando, FL 32801.

(b) If to Defendants, then to: Abbye E. Alexander, Esq. and M. Weston Pope, Esq., Kaufman Dolowich LLP, One Financial Plaza, 100 SE Third Avenue, Suite 1500, Fort Lauderdale, FL 33394.

7.11 *Computation of Time.* All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of Court, the day of the act, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in court, a day in which weather or other conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any

of the provisions of this Settlement Agreement, and to modify or supplement any notice contemplated hereunder.

*7.12 Entire Agreement, Waiver, Modification, Amendment:* No representations, warranties, or inducements have been made to any of the Parties to this Settlement Agreement, other than those representations, warranties, and covenants expressly set forth in this Settlement Agreement. This Settlement Agreement and the exhibits attached hereto constitute the entire agreement between the Parties regarding the subject matter contained herein, and all prior negotiations and understandings between the Parties shall be deemed merged into this Settlement Agreement. No waiver, modification, or amendment of the terms of this Settlement Agreement, other than extensions of time agreed to by the parties, made before or after the Court's approval of this Settlement Agreement shall be valid or binding unless in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment. Unless the Court orders that such a waiver, modification, or amendment of the terms of this Settlement Agreement materially affects the rights of the Settlement Class Members, no subsequent notice shall be required.

*7.13 Attorney's Fees and Costs.* In any proceeding to enforce this Settlement Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred.

*7.14 Attorneys Consulted.* The Parties have fully discussed the terms of and meaning of the signing of this Settlement Agreement with their respective attorneys and fully understand all of the provisions and effects of this Settlement Agreement.

*7.15 Force Majeure.* No Party shall be responsible for any delay or failure in performing

any part of this Agreement when it is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (collectively called "Condition"). If any such Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

7.16 Counterparts. This Settlement Agreement may be executed in several counterparts via facsimile, each of which will constitute an original and all of which together shall constitute one and the same instrument. The Parties may sign the Settlement Agreement by electronic means using a verified platform (e.g., DocuSign).

DEFENDANTS:

RENU PROPERTY MGT, LLC

By: [Signature]

Print Name: Travis Bonnell

Title: CEO

Dated: 10/17/24

RENU REAL ESTATE FL, LLC

By: [Signature]

Print Name: Travis Bonnell

Title: CEO

Dated: 10-17-24

RENU PROPERTY MGT FLORIDA, LLC

By: [Signature]

PLAINTIFFS:

Signed by: [Signature]  
710DB0468E3D429  
Marie-Pierre C. Shaffer

Dated: 10/9/2024

DocuSigned by: [Signature]  
FOF52AE3D3B0407  
Tommy R. Pointer

Dated: 10/9/2024

ROBERT W. MURPHY, ESQUIRE  
440 Premier Circle, Suite 240  
Charlottesville, Virginia 22901  
Telephone: (954) 763-8660  
Fax: (954) 763-8607  
Email: [rwmurphy@lawfirmmurphy.com](mailto:rwmurphy@lawfirmmurphy.com)

DocuSigned by: [Signature]  
9A1EF0578FDA413  
Robert W. Murphy (717223)  
Dated: 10/9/2024

LANDERS & STERNBERG, PLLC  
Joseph M. Sternberg, Esq.

Print Name: Travis Borell

Title: CEO

Dated: 10-17-24

KAUFMAN DOLOWICH, LLP  
Abbye E. Alexander, Esq. (662348)  
M. Weston Pope, Esq. (1035267)  
One Financial Plaza  
100 SE Third Avenue, Suite 1500  
Fort Lauderdale, Florida 33394  
Telephone: (954) 302-2360  
Email: aalexander@kaufmandolowich.com  
Email: weston.pope@kaufmandolowich.com

Dated: /s/ Abbye E. Alexander

100 E. Pine Street, Suite 110  
Orlando, Florida 32801  
Telephone (407) 495-1893

Digitally signed by  
Email: joseph@landersandsternberg.com  
Joseph Sternberg

09C0F5412E6344A...  
Joseph M. Sternberg (122447)

10/9/2024  
Dated: \_\_\_\_\_

# EXHIBIT “A”- Order of Preliminary Approval

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

CASE NO.: 2024-CA-000465

MARIE-PIERRE C. SHAFFER, an individual,  
a/k/a Marie C. Shaffer, and TOMMY R. POINTER,  
an individual, on behalf of themselves, and all others  
similarly situated,

Plaintiffs,

v.

**CLASS REPRESENTATION**

RENU PROPERTY MGT, LLC, an Indiana  
limited liability company, and  
RENU REAL ESTATE FL, LLC,  
a Florida limited liability company d/b/a  
“RENU Property Mgt Florida LLC,”

Defendants.

**ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AGREEMENT**

THIS CAUSE came before the Court on the Motion for Preliminary Approval of the Class Action Settlement Agreement filed herein by Plaintiffs, Marie-Pierre C. Shaffer and Tommy R. Pointer, with respect to the Class Action Settlement Agreement entered into with Defendants, RENU Property Mgt, LLC, and RENU Real Estate FL, LLC, doing business together as “RENU Property Mgt Florida LLC” (collectively referred to as “RENU Management”). The Court being fully advised in the premises of the proposed class settlement makes the following findings:

A. There is currently pending in the Circuit Court of Polk County, Florida (the “Court”), a lawsuit styled *Marie-Pierre C. Shaffer and Tommy R. Pointer v. RENU Property Mgt., LLC, et al.* Case No. 2024-CA-000465 (the “Action”), in which the Class Representatives have claimed that Defendants violated the requirements of state law with respect to the demand for and collection of early lease termination fees or liquidated damages imposed on vacating tenants who did not

sign separate lease agreement addendums substantially in compliance with Fla. Stat. §83.595(4). In particular, the Class Representatives have filed a Complaint against Defendants seeking relief on a class-wide basis for *inter alia* violations of the Florida Residential Landlord Tenant Act (“FRLTA”), Fla. Statute §83.40, *et seq.*, the Florida Consumer Collection Practices Act (“FCCPA”), and for unjust enrichment and/or restitution.

B. The Parties have entered into a Class Action Settlement Agreement (“Settlement Agreement”)<sup>1</sup> on October \_\_\_\_\_, 2024. Released Parties under the Settlement Agreement means Defendants RENU Property Mgt, LLC, and RENU Real Estate FL, LLC, RENU Property Mgt Florida LLC, and is intended to include all “Persons” as defined in Paragraph 18 of the Settlement Agreement, including but not limited to, all present and future affiliated entities, all property owners and associations where the Class Members resided at the relevant time herein, all predecessors and successors and each of their respective parents, subsidiaries, insurers, agents, employees, representatives, officers, members, attorneys, and all other persons or entities acting on such Defendants’ behalf.

C. The Settlement Agreement has been submitted to the Court for approval pursuant to Rule 1.220, Florida Rules of Civil Procedure.

D. The Parties agree that pursuant to Rule 1.220, Florida Rules of Civil Procedure, the Court may certify a class (“Settlement Class”) consisting of:

All persons who between February 1, 2020 to the present (a) leased residential property in the State of Florida from Defendants (b) who following the termination of their lease agreement (c) received a demand for payment of liquidated damages or any early termination fee and/or (d) received a demand for payment of liquidated damages or an early termination fee who did not sign a separate addendum to the lease agreement containing a provision in substantially the form as set forth under Fla. Stat. §83.595(4).

---

<sup>1</sup> All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement. Some definitions, however, are repeated for clarity.

E. Within the Settlement Class is a sub-class of persons (“Paid Early Termination Fee Subclass”) within the Class defined as follows:

All persons who paid the liquidated damages or an early termination fee either voluntarily or through a deduction against any monies held by RENU Management as a security deposit.

D. Pursuant to the Settlement Agreement, Defendants agreed to the following relief to the Class (“Settlement Benefits”), summarized as follows:

- **Consent decree.** As part of the Final Judgment, the Court shall enter a consent decree permanently enjoining Defendants from collecting Early Termination Fees from tenants terminating their lease which did not contain a separate addendum to the lease agreement with a provision in substantially the form set forth under Fla. Stat. §83.595(4); and from reporting negative credit reporting tradelines as to any Class Member, including any Discharged Early Termination Fees, as well as directing the deletion of any such existing tradeline.

- **Discharge of Unpaid Early Termination Fees.** Defendants shall waive the right to collect any further Early Termination Fees and shall discharge unpaid Early Termination Fees charged to the Class. The aggregate amount of such Discharged Early Termination Fees is in excess of \$148,000.

- **Settlement Fund.**

(a) **General.** Within three (3) days of entry of the Final Judgment approving this Settlement Agreement, Defendants shall establish a fund in the total amount of Three Hundred Seventy Thousand Dollars (\$370,000.00) (“Settlement Fund”) with the Court-appointed Settlement Administrator, from which payments, including, but not limited to, attorneys’ fees, litigation expense, mediation costs, class representatives’ compensation, and settlement administration expense, shall be deducted to determine the net settlement fund (“Net Settlement Fund”).



**(b) Settlement Payment.** Each Paid Early Termination Fee Subclass Member shall receive a *pro rata* share of the Net Settlement Fund without the need for a claim form based on the ratio of the Early Termination Fee paid by the Subclass Member to the Net Settlement Fund. Settlement checks (“Settlement Check”) will be distributed to Paid Early Termination Fee Subclass Members within thirty (30) days of entry of the Final Judgment.

**(c) Attorney Fee Award and Costs.** The Settlement Administrator shall pay from the Settlement Fund the Attorney Fee Award and Costs to Class Counsel upon entry of the Final Judgment in accordance with ¶5 of the Class Action Settlement Agreement.

**(d) Class Representatives’ Compensation.** The Settlement Administrator shall pay the Class Representatives Incentive Award to the Class Representatives from the Settlement Fund within ten (10) days after the Final Judgment becomes Final in accordance with ¶6 of the Class Action Settlement Agreement.

E. Class Counsel will ask the Court to approve attorneys’ fees under the common fund/benefit doctrine in an amount not to exceed the sum of One Hundred Fifty-Seven Thousand Three Hundred Forty-Three Dollars and 94/100ths Cents (\$157,343.94) (“Attorney Fee Award”). Class Counsel shall also be entitled to recover all reasonable litigation expenses, including but not limited to court costs, mediation fees and travel expense (“Costs”). Class Counsel will also ask the Court to approve an incentive award of \$2,500 (“Incentive Award”) to be paid from the Settlement Fund to each Class Representative for the time and resources they have spent helping Class Counsel on behalf of the whole Class, to be paid to the Class Representatives in addition to any other applicable Class Member benefits. The Court may award less than the requested amount.

F. In light of the benefits to the Settlement Classes, including the Settlement Fund, the waiver of debt, and the credit amelioration, the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is preliminarily approved.
2. The Court preliminarily certifies the Settlement Class pursuant to Rule 1.220, Florida Rules of Civil Procedure.
3. Plaintiffs are hereby appointed Class Representatives for the Settlement Classes.
4. Robert W. Murphy and Joseph M. Sternberg are hereby appointed Class Counsel for the Settlement Classes.
5. The names and addresses of all Class Members shall be provided by Defendants to Class Counsel by \_\_\_\_\_, 2024.
6. Notice in the form of Exhibit “B” (“Long Form Notice”) attached to the Settlement Agreement shall be mailed to Class Members by \_\_\_\_\_, 2024.
7. All opt-outs, motions to intervene in, and objections to the proposed class action settlement shall be made on or before \_\_\_\_\_, 2024.
8. The Final Fairness Hearing will be conducted before the Honorable Jennifer A. Swenson, Polk County Courthouse, 255 N. Broadway Avenue, Bartow, Florida 33830, in Courtroom # \_\_\_\_\_ on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m./p.m.
9. Nothing herein shall be construed to find liability on the part of the Defendants for the alleged violations addressed in this lawsuit. The Court recognizes that the Defendants deny liability.

DONE AND ORDERED, in Chambers, in Polk County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**JENNIFER A. SWENSON**  
**Circuit Judge**

Copies furnished to:  
Counsel

EXHIBIT “B”- Notice  
of Class Action  
Settlement, Settlement  
Hearing and Right to  
Appear

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

CASE NO.: 2024-CA-000465

MARIE-PIERRE C. SHAFFER, an individual,  
a/k/a Marie C. Shaffer, and TOMMY R. POINTER,  
an individual, on behalf of themselves, and all others  
similarly situated,

Plaintiffs,

v.

**CLASS REPRESENTATION**

RENU PROPERTY MGT, LLC, an Indiana  
limited liability company, and  
RENU REAL ESTATE FL, LLC,  
a Florida limited liability company d/b/a  
“RENU Property Mgt Florida LLC,”

Defendants.

\_\_\_\_\_ /

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED SETTLEMENT AND HEARING**

TO: \_\_\_\_\_

**YOUR UNIQUE CLASS MEMBER IDENTIFICATION NUMBER IS:  
XXXX**

**Please Read This Notice Carefully In Its Entirety  
Your Rights May Be Affected By The Settlement  
Of This Lawsuit Now Pending In This Court**

**BASIC INFORMATION**

**1. Why was this notice issued?**

A court authorized this notice because you have a right to know about a Proposed Settlement of this class action lawsuit against Defendants, Renu Property Mgt, LLC, and Renu Real Estate FL, LLC,

doing business together as “Renu Property Mgt Florida LLC,” and about your options before the Court decides whether to give final approval to the Proposed Settlement. This notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits will be provided, and who will receive them. This case is currently pending in the Ninth Judicial Circuit in and for Orange County, Florida and is known as *Marie-Pierre C. Shaffer and Tommy R. Pointer v. Renu Property Mgt, LLC, et. al.* Case No. 2024-CA-000465 (the “Action”).

## **2. What is this lawsuit about?**

In this lawsuit, Plaintiffs, Marie-Pierre C. Shaffer and Tommy R. Pointer (hereinafter “Class Representatives”) alleged that Defendants violated state law when they demanded and collected early lease termination fees (“Early Termination Fees”) or liquidated damages from vacating tenants who did not sign separate lease agreement addendums substantially in compliance with Fla. Stat. §83.595(4). In particular, the Class Representatives have filed a Complaint against Defendants seeking relief on a class-wide basis for *inter alia* violations of the Florida Residential Landlord Tenant Act (“FRLTA”), Fla. Statute §83.40, *et seq.*, the Florida Consumer Collection Practices Act (“FCCPA”), and for unjust enrichment and/or restitution.

Defendants deny all claims and maintain they did not act wrongfully or unlawfully. Defendants contend that the claims of the Class Representatives have no merit and that, if the lawsuit proceeded, Defendants would prevail at trial. Defendants have stated that they agreed to these settlement terms to avoid the inherent expenses and risks of protracted litigation.

## **3. Why is this a class action?**

The parties have agreed, and the Court has ordered that, for settlement purposes only, this lawsuit may be maintained as a class action under Rule 1.220, Florida Rules of Procedure, subject to final approval at the conclusion of the settlement process. If the Proposed Settlement is not finally approved, or if any party withdraws from the Proposed Settlement, the lawsuit will return to the same status as before the Settlement Agreement was signed, and the Court will later determine if the case may proceed as a class action.

## **4. How do I know if I am part of the Proposed Settlement?**

The Proposed Settlement includes all persons who meet each and every one of the following criteria:

All persons who between February 1, 2020 to the present (a) leased residential property in the State of Florida from Defendants (b) who following the termination of their lease agreement (c) received a demand for payment of liquidated damages or any Early Termination Fee and/or (d) received a demand for payment of liquidated damages or an Early Termination Fee who did not sign a separate addendum to the lease

agreement containing a provision in substantially the form as set forth under Fla. Stat. §83.595(4).

(“Class”)

The Proposed Settlement includes a subclass of persons who paid the Early Termination Fees (“Paid Early Termination Fee Subclass”)

You are receiving this Notice because it is believed that you meet the above criteria and that you are a member of the Class.

The Class has approximately 130 accounts contained in the class.

The Paid Early Termination Fee Subclass has approximately 100 accounts contained in the class.

## 5. Why is there a Proposed Settlement?

The parties arrived at the Proposed Settlement as a result of arms-length negotiations, including meetings between the lawyers for each side, and a mediation before Mediator James R. Betts, Esq. The parties reached the Proposed Settlement before the Court determined whether class certification was appropriate. The Proposed Settlement is a compromise of disputed claims and does not mean that any law was violated or that Defendants did anything wrong.

### THE PROPOSED SETTLEMENT BENEFITS

## 6. What benefits does the Proposed Settlement provide?

The Proposed Settlement provides both equitable and monetary benefits (“Settlement Benefits”):

- **Consent decree.** As part of the Final Judgment, the Court shall enter a consent decree:

(a.) permanently enjoining Defendants from collecting or attempting to collect Early Termination Fees from tenants who terminate their leases which did not contain a separate addendum to the lease agreement with a provision in substantially the form set forth under Fla. Stat. §83.595(4);

(b.) permanently enjoining Defendants from collecting any further monies as Early Termination Fees from Class Members; and

(c.) permanently enjoining Defendants from reporting negative credit reporting tradelines as to any Class Member and directing Defendants to submit appropriate reports to consumer credit reporting agencies (each, a “CRA”) requesting the deletion of negative credit reporting tradelines that have previously been submitted by Defendants as to Class Members (collectively, “Credit Amelioration Program”).

- **Discharge of Debt.** Defendants shall waive the right to collect any further monies as Early Termination Fees (“Debt Discharge”) from Class Members and shall discharge the unpaid

Early Termination Fees under any residential lease agreement subject to this Settlement. The aggregate amount of the Early Termination Fees is approximately \$148,330.62 (“Discharged Early Termination Fees”). The discharge of monies owed by Class Members is limited to the Early Termination Fee amounts at issue in the instant action and shall not apply to any other monies owed by Class Members to Defendants under the subject lease agreements.

- ***Settlement Fund.*** Defendants shall establish a settlement fund in the total sum of Three Hundred Seventy Thousand Dollars (\$370,000.00) (“Settlement Fund”) with the Court-appointed Settlement Administrator through which to fund the Class Settlement and other payments, including, but not limited to, attorneys’ fees, litigation expense and costs, settlement administration expense, and class representatives’ compensation (“Net Settlement Fund”). Paid Early Termination Fee Subclass Members will receive a check (“Settlement Check”) from the Net Settlement Fund without the need of a claim form. Each Early Termination Fee Subclass Member will receive a Settlement Check for their *pro rata* share of the Net Settlement Fund based on the ratio of the Early Termination Fee paid by the Subclass Member to the Net Settlement Fund. Settlement Checks shall be distributed to Paid Early Termination Fee Subclass Members within thirty (30) days from entry of the Final Judgment. Unless you paid part or all of an Early Termination Fee to Defendants, you will not receive a Settlement Check, although you will receive the other benefits of the Settlement, including Debt Discharge and the Credit Amelioration Program.
- ***Attorney’s Fees and Costs.*** Subject to Court approval, Class Counsel shall request an award of attorneys’ fees to be paid from the Settlement Fund in the sum of One Hundred Fifty-Seven Thousand Three Hundred Forty-Three Dollars and 94/100ths Cents (\$157,343.94) (“Attorney Fee Award”) plus court costs (“Costs”). The Class Members will not share in the Attorney Fee Award and Costs.
- ***Class Representative Compensation.*** In addition to the benefits of the Class Members above, each Class Representative, Marie-Pierre C. Shaffer and Tommy R. Pointer, shall receive the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as and for an incentive award to each of the Class Representatives (“Class Representative Incentive Award”). Only Marie-Pierre C. Shaffer and Tommy R. Pointer will receive the Class Representative Incentive Award.

Any monies from the Net Settlement Fund that remains unclaimed or undistributed after 90 days from the date of issuance of Settlement Checks will be given to Community Legal Services of Mid-Florida, Inc.

More details are in a document called the Settlement Agreement, which is available for your inspection at the Office of the Clerk, Orange County Courthouse, 425 N. Orange Avenue, Orlando, Florida 32801, during normal business hours and is available on the website for the Class Settlement

at \_\_\_\_\_ and on the website established by the Settlement Administrator at www.\_\_\_\_\_.

### **7. When will the Proposed Settlement go into effect?**

The Court will hold a final approval hearing on \_\_\_\_\_, 2025 at \_\_\_\_\_ a.m./p.m. to decide whether to approve the Proposed Settlement (*see* Question 17) including the request for attorneys' fees and litigation expenses (*see* Question 14). Even if the Court approves the Proposed Settlement, there could be appeals. The time for an appeal varies.

The Proposed Settlement becomes final and binding on the Effective Date. If no appeals are taken, the Effective Date is the date on which the Court approves the Proposed Settlement as final, subject to certain conditions. If an appeal is taken, the Effective Date is the date when all appeals are complete, and the Proposed Settlement becomes final.

The Proposed Settlement will go into effect on the Effective Date.

### **8. How does the Proposed Settlement affect my rights?**

If the Proposed Settlement is finally approved, the Court will enter a judgment dismissing all claims against Defendants with prejudice. Under the terms of the Proposed Settlement, each Class Member will release Defendants with respect to the claims that were raised or could have been raised in the case. This means you cannot seek equitable relief or any type of monetary relief against Defendants based on most claims related to or arising out of your Lease Agreement with Defendants. You will be giving up all such claims, whether or not you know about them.

Your interests as a member of the Class will be represented by the Class Representatives and Class Counsel. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Proposed Settlement, and the fee award will be set by the Court and paid from the Settlement Fund (*see* Question 13).

The Court's order will apply to you even if you objected or have any other claim, lawsuit, or proceeding pending against Defendants. If you have any questions about the release, you should consult with a lawyer.

### **9. If I do nothing, what am I giving up as part of the Proposed Settlement?**

If you do nothing, you will be part of the Class. That means you cannot sue Defendants over the claims settled in this case. It also means that all of the Court's orders, including the release of claims and dismissal of the lawsuit with prejudice (*see* Question 8), will apply to you and legally bind you.

## **GETTING MONEY FROM THE PROPOSED SETTLEMENT**



## 10. How do I obtain money from the Proposed Settlement?

If you are a member of the Paid Early Termination Fee Subclass Member, you do not have to do anything to obtain a Settlement Check. If the Court grants final approval of the settlement, a Settlement Check will be distributed from the Settlement Fund to all Paid Early Termination Fee Subclass Members by mail. The amount of the share of the Net Settlement Fund without the need for a claim form based on the ratio of the Early Termination Fee paid by the Subclass Member to the Net Settlement Fund based on the number of Subclass Members who do not exclude themselves from the Settlement (*see* Question 11).

To determine the amount of the Settlement Check, access the website established by the Settlement Administrator at [www.\\_\\_\\_\\_\\_](#) using your unique Class Member Identifier Number above (*See*, page 1).

## EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue Defendants, you must take steps to remove yourself from the Proposed Settlement. This is called asking to be excluded from – or “opting out” of – the Class and the Proposed Settlement.

## 11. How do I remove myself from the Proposed Settlement?

If you choose to exclude yourself from the Class, you will not be bound by any order, judgment or settlement of the lawsuit. If you exclude yourself from the Class, you will not receive any benefits from this class action. You will retain and be free to pursue any claim against Defendants with respect to the Early Termination Fees or with respect to any other legal claim under your Lease Agreement that would otherwise be released, and Defendants would retain any defenses to such claims.

To exclude yourself from the Proposed Settlement, you must mail a letter saying that you want to be excluded from the Class in *Shaffer v. Renu Property Mgt., Ltd.* You must include your full name, current mailing address, and telephone number, and the letter must be signed by you personally. An exclusion form has been included with this notice for your use. Your letter or exclusion form requesting exclusion must be mailed or otherwise delivered to the following address such that it is received by \_\_\_\_\_, 2024:

Shaffer Class Action  
Settlement Administrator

American Legal Claim Services, LLC  
5985 Richard Street, Suite 3  
Jacksonville, FL 32216

You cannot exclude yourself on the phone or by email.

### **THE LAWYERS REPRESENTING YOU**

#### **12. Do I have a lawyer in this case?**

Yes. The Court has appointed Robert W. Murphy, Esq. and Joseph M. Sternberg, Esq., to represent you and the other Class Members in this case. Mr. Murphy and Mr. Sternberg are called “Class Counsel.”

You will not be charged for representation by Class Counsel. Class Counsel’s compensation will be paid from the Settlement Fund. If you want to be represented by another lawyer, you may hire one at your own expense.

#### **13. How will the lawyers be paid? What will the Class Representatives receive? What other expenses will be paid?**

Class Counsel will ask the Court to approve attorneys’ fees and litigation expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to award attorneys’ fees not to exceed \$157,343.94 plus costs (“Attorney Fee and Costs Award”).

Class Counsel will also ask the Court to approve an incentive award of \$2,500 (“Incentive Award”) to be paid from the Settlement Fund to each Class Representative (Marie-Pierre C. Shaffer and Tommy R. Pointer) for the time and resources that each has spent helping Class Counsel on behalf of the whole Class, to be paid to the Class Representatives in addition to a Settlement Check. The Court may award less than the requested amount.

The cost of administering the Settlement (“Settlement Administration Expense”) will be paid from the Settlement Fund.

No Class Member will owe or pay anything directly for attorney’s fees and expenses or the incentive award.

The Court must approve both the attorney’s fees and expenses for Class Counsel and the incentive award for the Class Representatives. The Court will conduct a hearing on attorney’s fees and litigation expenses at the same time of the final approval hearing.

The Attorney Fee and Costs Award, Incentive Award and Settlement Administration Expense will be deducted from the Settlement Fund.

**OBJECTING TO THE PROPOSED SETTLEMENT**

**14. How do I tell the Court I don't agree with the Proposed Settlement?**

You may object to any part of the Proposed Settlement. To do so, you must file a written objection in the case *Marie-Pierre C. Shaffer and Tommy R. Pointer v. Renu Property Mgt., LLC, et. al.* Case No. 53-2024-CA-000465-0000-00 as filed in the Circuit Court of the 9<sup>th</sup> Judicial Circuit, in and for Orange County, Florida.

Any objection must set forth your full name, current mailing address and telephone number and must include: (a) a written statement explaining the reasons for your objection; (b) copies of any papers, briefs, or other documents you want to bring to the Court's attention; (c) any evidence you wish to introduce in support of your objection; and (d) a statement of whether you or your lawyer will ask to appear at the final approval hearing to talk about your objections.

Your objection must be mailed or otherwise delivered to each of the following addresses so that it is received by \_\_\_\_\_, 2025:

<b>Court</b>	<b>Settlement Administrator</b>
Orange County Courthouse Clerk of the Circuit Court 425 N. Orange Avenue Orlando, FL 32801	Shaffer Class Action Settlement Administrator American Legal Claim Services, LLC 5985 Richard Street, Suite 3 Jacksonville, FL 32216
<b>Class Counsel</b>	<b>Defendants' Counsel</b>
Robert W. Murphy, Esquire 440 Premier Circle, Suite 240 Charlottesville, VA 22901	Abbye E. Alexander, Esq. M. Weston Pope, Esq. Kaufman Dolowich LLP One Financial Plaza 100 SE Third Avenue, Suite 1500 Fort Lauderdale, Florida 33394

If you or your lawyer asks to appear at the final approval hearing, in addition to providing the above information, you must include in your objection letter: (a) the points you wish to speak about at the hearing; (b) copies of documents you intend to rely upon at the hearing; (c) the amount of time you request for speaking at the hearing; and (d) whether you intend to have a lawyer speak on your behalf.

If you intend to have a lawyer present, your lawyer must file a written notice of appearance of counsel with the Clerk of the Court no later than \_\_\_\_\_, 2025.

**15. What is the difference between objecting and asking to be excluded?**

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

**THE COURT'S FINAL APPROVAL HEARING**

**16. When and where will the Court decide whether to approve the Proposed Settlement?**

The Court will hold a final approval hearing to decide whether the Proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court will also consider whether to award attorneys' fees and other expenses to Class Counsel, whether to provide an incentive award to the Class Representatives, and whether to enter a final judgment and dismiss the lawsuit. If there are objections, the Court will consider them. You may attend and you may ask to speak.

The final approval hearing will be on \_\_\_\_\_, 2024 at \_\_\_\_\_ a.m./p.m., before the Honorable Judge Jennifer A. Swenson, Orange County Courthouse, 425 N. Orange Avenue, Orlando, Florida 32801, in Judge Swenson's Courtroom. The hearing may be rescheduled or continued without notice by the Court.

The Proposed Settlement may be approved by the Court with modifications, and without further notice, if consented to by the Class Representatives and Defendants and their respective attorneys in accordance with the terms of the Settlement Agreement.

**17. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. If you send a written objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your own lawyer to attend the final approval hearing, but it is not necessary.

**IF YOU DO NOTHING**

**18. What happens if I do nothing?**

You have the right to do nothing. If you do nothing, you will remain part of the Class and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims in this case, ever again. You will receive all the Settlement Benefits described in Paragraph 6 above

## GETTING MORE INFORMATION

### 19. How do I get more information?

If you have any questions concerning the matters dealt with in this notice, please direct your inquiries to the following Class Counsel:

Robert W. Murphy, Esquire  
440 Premier Circle, Suite 240  
Charlottesville, VA 22901  
Email: [rwmurphy@lawfirmmurphy.com](mailto:rwmurphy@lawfirmmurphy.com)

The pleadings and other records in this litigation are available at [www.\\_\\_\\_\\_\\_](http://www._____) and may also be examined and copied during regular office hours at the Clerk of the Circuit Court, Orange County Courthouse, 425 N. Orange Avenue, Orlando, Florida. **PLEASE DO NOT TELEPHONE THE CLERK'S OFFICE OR THE JUDGE'S CHAMBERS CONCERNING THIS NOTICE OR THIS CASE.**

# EXHIBIT “C”- Final Approval Order

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

CASE NO.: 2024-CA-000465

MARIE-PIERRE C. SHAFFER, an individual,  
a/k/a Marie C. Shaffer, and TOMMY R. POINTER,  
an individual, on behalf of themselves, and all others  
similarly situated,

Plaintiffs,

v.

**CLASS REPRESENTATION**

RENU PROPERTY MGT, LLC, an Indiana  
limited liability company, and  
RENU REAL ESTATE FL, LLC,  
a Florida limited liability company d/b/a  
“RENU Property Mgt Florida LLC,”

Defendants.

\_\_\_\_\_ /

**FINAL APPROVAL ORDER**

THIS CAUSE came before the Court on \_\_\_\_\_, 2024 on the Motion for Final Approval of Class Action Settlement Agreement between the Class Representatives, Plaintiffs Marie-Pierre C. Shaffer and Tommy R. Pointer, with respect to the Class Action Settlement Agreement entered into with Defendants, RENU Property Mgt., LLC, a Florida limited liability company, and RENU Real Estate FL. LLC, a Florida limited liability company, doing business together as RENU Property Mgt Florida, LLC (collectively “RENU Management”) through their respective counsel. Based on the record, the evidence and argument presented, the Court makes the following findings concerning the fairness, reasonableness, and adequacy of the Class Settlement:

A. On or about \_\_\_\_\_, 2024, after a lengthy mediation and extensive settlement discussions, the respective parties entered into a Stipulation and Settlement Agreement (“Settlement Agreement”), which has been previously filed with the Court.

B. Upon review of the record and for the reasons set forth below, this Court hereby gives its final approval of the Settlement Agreement and finds the Settlement to be fair, reasonable, and adequate.

C. The Court finds that the Class Members are receiving fair, reasonable and adequate Settlement Benefits pursuant to the Settlement Agreement in this action.

D. In its Order of Preliminary Approval, the Court preliminarily approved the Class Notice, and found that the proposed form and content of the Class Notice satisfied the requirements of due process, Rule 1.220, Florida Rules of Civil Procedure. The Court reaffirms that finding and holds that the best practical notice was given to Class Members.

E. The Class Notice to be mailed by first-class mail, postage prepaid, to each of the Class Members at their last known address. The Class Notice advised the Class Members of, among other things, the allegations of the claims by the Class Representatives, the terms of the proposed settlement, the requirements for exclusion from the settlement, objection to the proposed settlement, and the scheduled approval hearing. The Class Notice further identified Class Counsel and set forth that Class Counsel was seeking an award of attorney’s fees and expenses, and that said attorney’s fees and expenses would be deducted from the Class Fund. The Class Notice also set forth in full the claims released as part of the Settlement and advised such persons to read the notice carefully because it would affect their rights if they failed to exclude themselves from the Settlement.



F. [Insert Number] Class Members have requested to be excluded, to-wit:

\_\_\_\_\_.

G. [Insert Number] Class Members have objected to the proposed Settlement.

H. The Court finds that the Class Members were given an opportunity to opt-out and were adequately represented by the Class Representatives and Class Counsel.

I. The Court must determine whether the proposed Settlement is “fair, adequate and reasonable and that it is not the product of collusion” between the parties. *See, Grosso v. Fidelity Nat. Title Ins. Co*, 982 So 2d 1165 (Fla 3rd DCA 2008); *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). In making this determination, the Court considers six factors:

- (a) The likelihood that plaintiffs would prevail at trial;
- (b) The range of possible recovery if plaintiffs prevailed at trial;
- (c) The fairness of settlement compared to the range of possible recovery, discounted for the risk associated with litigation;
- (d) The complexity, expense and duration of the litigation;
- (e) The substance and amount of opposition to the settlement; and
- (f) The stage of the proceedings at which the settlement was achieved.

J. In determining the adequacy of the proposed Settlement, the Court need not, and does not, decide the merits of the case. This Court has considered the submissions of the parties, which demonstrates a degree of uncertainty in Class Representatives prevailing in their claims. The Settlement Benefits set forth in the Settlement Agreement and noted above represent a significant benefit to the Class Members. Given the factual legal obstacles standing in the way of a full recovery if this case were litigated to a conclusion, and the perils of maintaining an action through a final judgment or appeal, this Court finds that the Settlement provides for a reasonable

and adequate recovery that is fair to all Class Members. If this case were to proceed without settlement, the resulting litigation would be complex, lengthy, and expensive. The Settlement eliminates a substantial risk that the Class Members would walk away empty-handed after trial.

K. Further, Defendants defended this action vigorously and have indicated they would continue to do so, absent settlement. Because of resulting motion practice, trial, and appeals, it could be a lengthy period before the Class Members would see any recovery even if they were to prevail on the merits, which would not produce a better recovery than they may have achieved in this Settlement. The Court rules that the settlement agreement in this action shall not be construed or deemed to acknowledge or find liability against the Defendants on these disputed allegations.

L. The Parties negotiated the Settlement after a thorough review and analysis of the legal issues involved for nearly a year after the filing of the lawsuit. The facts demonstrate that the Class Representatives were sufficiently informed to negotiate, execute, and recommend approval of the Settlement. *See, e.g., Davies v. Continental Bank*, 122 F.R.D. 475, 479-80 (ED Pa.1996).

M. This Court may also consider the opinions of the participants, including Class Counsel. *Parker v. Anderson*, 667 F. 2d 1204, 1209 (5th Cir. 1984), cert. denied, 459 U.S. 828 (1985). Class Counsel has considerable experience in the prosecution of large and complex consumer class actions. Counsel for the Defendants is likewise experienced. This Court gives credence to the opinion of counsel, amply supported by the Court's independent review that this settlement is a beneficial resolution of the class action claims.

N. In addition to finding that the terms of the proposed settlement are fair, reasonable, and adequate, the Court must determine there is no fraud or collusion between the parties or their counsel negotiating the settlement terms. *Bennett*, 737 F.2d 986; *Miller v. Republic National Life*

*Insurance Company*, 559 F.2d 426, 428-29 (5th Cir. 1977). In this case, there is no suggestion of fraud or collusion between the parties. Furthermore, the terms of the Settlement and a negotiated settlement achieved through mediation make it clear that the process by which the settlement was achieved was fair. *Miller*, 559 F.2d at 429.

O. The relief to the Class has significant value, both with respect to monetary compensation to the Class and other non-monetary benefits.

P. The terms of the Settlement Agreement, including all exhibits thereto, are fully and finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Class.

Q. Through the Settlement Agreement, the parties agreed that Class Counsel would be paid reasonable attorney's fees ("Attorney Fee Award"), together with litigation expenses, including court costs, mediation fees and travel expenses ("Attorney Costs").

R. As for the Attorney Fee Award and Attorney Costs, the request for \$\_\_\_\_\_ by Class Counsel is fair and reasonable compensation to Class Counsel in accordance with Rule 1.220, Florida Rules of Civil Procedure, and the factors set forth therein.

S. Through the Settlement Agreement, the Parties agreed that each Class Representative would receive, in addition to the class benefits, an incentive award of Two Thousand Five Hundred Dollars (\$2,500.00) ("Class Representative Incentive Award"). The Court finds that such an award is reasonable and appropriate, in light of the results obtained.

Based on the foregoing, it is ORDERED AND ADJUDGED that:

1. The Settlement Agreement is hereby approved as final.
2. Without limiting any terms of the Settlement Agreement, including the release of claims as set forth in full in the Settlement Agreement, it is hereby ordered and adjudged that the terms of the Settlement Agreement and of this Final Approval Order shall forever be binding upon,

and shall have *res judicata* and preclusive effect, in any and all pending and future lawsuits maintained by the Class Representative and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns.

3. The Attorney's Fee Award, the Attorney Costs, and the Class Representative Incentive Award shall be disbursed in accordance with the provisions of the Settlement Agreement.

4. The Settlement Fund shall be disbursed in accordance with the provisions of the Settlement Agreement.

DONE AND ORDERED, in Chambers, in Bartow, Polk County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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**JENNIFER A. SWENSON**  
**Circuit Judge**

Copies furnished to:  
Counsel of Record