

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

**Dana Mihalcean, on behalf of herself  
and all others similarly situated,**

**CASE NO.:** 2025-CA-006193

**Plaintiff,**

**v.**

**Bridge Investment Group Holdings LLC,**

**Defendant.**

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**PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

Plaintiff, Dana Mihalcean, individually and on behalf of a class of persons similarly situated (“Plaintiff” or “Class Representative”), and Defendant Bridge Investment Group Holdings LLC (“Defendant”) (Plaintiff and Defendant 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 Plaintiff and Defendant have reviewed and analyzed the complex legal and factual issues presented in this Action, and the risks and expense involved in pursuing the Action to conclusion, the likelihood of recovering damages in excess of those obtained through this settlement, the protracted nature of the Action 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 Plaintiff served her complaint, where over the course of several months, they were in a position to go to mediation. At mediation with Lance Harke, the Parties were able to agree to a term sheet. Thereafter, Counsel for Plaintiff and Defendant drafted and executed a formal Settlement Agreement and Release (the “Settlement Agreement”), attached hereto as **Exhibit A**.

3. The Parties desire to settle and compromise the Action on the terms and conditions embodied in the Settlement Agreement and have stipulated, for settlement purposes only, to a class of approximately 4,077 class members defined as follows:

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties’ intent to impose a claim on their deposit.

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 Settlement Agreement and subject to court approval:

- (a) Defendant will establish a common fund of \$700,000, which each of the 4,077

Settlement Class Members shall receive a pro rata distribution after a deduction of Court approved Settlement Costs.

- (b) The Parties have agreed upon American Legal Claims Services as a settlement administrator, who will then cause the Settlement Class Members to receive: (1) the Class Notice, and (2) the settlement payments. The cost of notice shall be paid out of the Settlement Fund, with an estimated cost of \$25,000.

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

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

8. Defendant denies liability to Plaintiff and the Settlement Class for the claims alleged but considers it desirable that the Action and the claims alleged therein be settled upon the terms and conditions set forth in the Settlement Agreement, in order to avoid further expense and burdensome and protracted litigation, and to put to rest all claims known or unknown that have been or might be asserted by Plaintiff or the Settlement Class against Defendant 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 Plaintiff's Memorandum of Law in Support of Plaintiff's Unopposed Motion for Preliminary Approval of 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 Settlement Agreement; (3) directing

notice to be sent to the Settlement Class Members via email or mail and (4) setting dates for opt-outs, objections and a Final Fairness hearing under Florida Rule of Civil Procedure 1.220.

Respectfully submitted,

February 25, 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 this February 25, 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  
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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) Plaintiff Dana Mihalcean, individually and on behalf of the Settlement Class; (2) Settlement Class Members; and (3) Bridge Investment Group Holdings LLC.

### II. DEFINITIONS

2. “**Action**” means the pending action styled *Dana Mihalcean v. Bridge Investment Group Holdings, LLC* (Case No. 2025-CA-006193, Hillsborough County, Florida).

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

4. “**Attorneys’ Fees and Litigation Expenses**” means the attorneys’ fees and litigation expenses (case filing fee, service of process cost, mediation cost) to be requested by Class Counsel subject to Court approval in accordance with this Agreement to be paid out of the Settlement Fund.

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

6. “**Class List**” means the list of approximately 4,077 Settlement Class Members (including email address and last known U.S. address (in the event the email is undeliverable)), which Defendant shall produce to the Settlement Administrator within 14 days of Execution of this Agreement.

7. “**Class Period**” means the period from July 2021 through January 2026.

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

9. “**Defendant**” means Bridge Investment Group Holdings LLC.

10. “**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.

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

12. “**Final Approval Hearing**” means the hearing during which the Court considers 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 awarded to Class Counsel and the amount of any Settlement Class Representative Incentive Payment.

13. “**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.

14. “**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 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 and will not be mailed to Settlement Class Members. The Long Form Notice appears as Exhibit 2 attached hereto.

15. “**Notice**” means the notice of proposed class action settlement 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.

16. “**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, Settlement website Notice, and any different or additional notice that might be ordered by the Court and any other costs associated with administering the Settlement

17. “**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 twenty one (21) days following the entry of the Preliminary Approval Order, unless extended by the Court.

18. “**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.

19. “**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.

20. “**Parties**” means Plaintiff and Defendant.

21. “**Plaintiff**” means Dana Mihalcean.

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

23. “**Preliminary Approval Order**” means the proposed Order granting Preliminary Approval substantially in the form attached hereto as Exhibit 4.

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

25. “**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 Plaintiff or any Settlement Class Member has

or may have arising out of their apartment rental at a property owned or managed by Released Parties, including but not limited to all claims asserted in the Action, or which Released Parties may have against Plaintiff or any Settlement Class Member(s) arising out of his or her apartment rental at one of Released Parties' properties they own or manage. This Settlement does not include any claims for personal injuries 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. This Settlement also does not include any claims by Released Parties against any Settlement Class Member(s) for amounts Released Parties assert are owed by the Settlement Class Member(s) arising out of their apartment rental at a property owned or managed by Released Parties.

26. “**Released Parties**” means Defendant and all of its affiliates, wholly-owned subsidiaries and affiliates, including but not limited to the individual Florida property owners and Bridge Property Management, L.C., and their 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 Defendant had a controlling interest or which are affiliated with Defendant, 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.

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

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

29. “**Settlement Administrator**” means the settlement administration company approved by the Court. The Settlement Administrator shall be responsible for providing the class Notice as well as the services related to the administration of the Settlement that are addressed and defined herein.

30. “**Settlement Award**” means the cash payment available to each eligible Settlement Class Members who do not timely opt out of the Settlement.

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

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties' intent to impose a claim on their deposit.

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; and (5) any Settlement Class Member who timely opts out of this Action, (6) any counsel of record, and (7) any class member who had already released the claims at issue in this Agreement with Defendant.

32. “**Settlement Class Members**” means the Settlement Class Representative and all members of the Settlement Class.

33. “**Settlement Class Representative**” means Plaintiff, the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

34. “**Settlement Class Representative Incentive Payment**” means the additional amount Plaintiff may request they be paid as Class Representatives under this Agreement.

35. “**Settlement Costs**” means all costs incurred by Plaintiff, Class Counsel, and the Settlement Administrator in connection with the Action, including: (i) the Attorneys’ Fees and Litigation Expenses approved by the Court; (ii) any Settlement Class Representative Incentive Payment approved by the Court; and (iii) Notice and Administration Costs.

36. “**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, 31 (thirty-one) 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.

37. “**Settlement Fund**” means the \$700,000 to be paid by Defendant pursuant to this Agreement for purposes of paying Settlement Awards and Settlement Costs.

### III. RECITALS

38. On June 30, 2025, Plaintiff filed her original class action complaint alleging violations of the Florida Residential Landlord and Tenant Act (“FRLTA”), Fla. Stat. § 83.49(3)(a), and the Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. § 559.55 et seq.

39. On July 8, 2025, Plaintiff filed her first amended class action complaint alleging violations of the FRLTA and FCCPA.

40. On January 13, 2026, the Parties participated in a mediation with Lance Harke, where the Parties signed a term sheet outlining the material terms of this Agreement.

41. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff’s and the Settlement Class Members’ claims against Defendant, 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 Defendant, class certification risk, summary judgment risk, trial risk and appellate risk.

42. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged and asserts its actions comply with all applicable provisions of federal and state law and that it is not liable for any of the claims asserted. Defendant also continues to assert the Action fails to meet the prerequisites necessary for class action treatment under applicable law but, for settlement purposes only, 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, Defendant does not waive its objections and defenses to certification of the Settlement Class.

43. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiff's and the Settlement Class Members' claims against Defendant 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. Defendant 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 Plaintiff 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 Plaintiff 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, Defendant shall deposit, or cause to be deposited, \$50,000 of the Settlement Fund in the Escrow Account. Settlement Funds in the Escrow Account may be withdrawn by the Settlement Administrator to pay Notice and Administration Costs. No later than (20) days after the Settlement Effective Date, Defendant shall deposit, or cause to be deposited, the remaining \$650,000 of 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 will be eligible for a pro rata share of the balance of the Settlement Fund after Court approved Settlement Costs are paid. The Settlement Fund will be used to satisfy all claims of Plaintiff 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. Any checks that remain uncashed after 90 days of issuance shall revert back to Defendant.

48. **Pro Rata Increase for Additional Settlement Class Members.** The amount of the Settlement Fund is based on Defendant's representation that it retained \$1,542,231.89. If it is determined that more than \$1,542,231.89 was retained, the Settlement Fund shall be increased by 45.4% of the additional amount retained. For example, if it was found that an additional \$1,000 was retained, the Settlement Fund would be increased by \$454.

49. **Administration Costs.** Notice and Administration Costs shall be paid from the Settlement Fund. 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 Services 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 in the amount of 33% of the Settlement Fund and reimbursement of Litigation Expenses, which are the case filing fee, service of process fee, and mediation invoice from Lance Harke. The calculation of the Attorneys' Fees and Litigation Expenses shall be made on the gross amount of the Settlement Fund before any deductions for any other Settlement Costs. The Settlement Administrator shall pay to Class Counsel the amount of the Attorneys' Fees and Litigation Expenses awarded by the Court, as directed by Class Counsel, after (a) the Court enters an order approving Attorneys' Fees and Litigation Expenses, and (b) the Settlement Effective Date. 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. Plaintiff and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses.

51. **Settlement Class Representative Incentive Payment.** Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment (in addition to any *pro rata* distribution Plaintiff may receive under this Agreement) up to \$3,500. Any Settlement Class Representative Incentive Payment approved by the Court shall be paid from the Settlement Fund. The Settlement Administrator shall pay Plaintiff the amount of the Settlement Class Representative Incentive Payment awarded by the Court. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. Plaintiff retains her 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 Defendant's counsel and in accordance with this Agreement. Following the Settlement Effective Date, all Settlement Class Members who do not opt out shall be paid a *pro rata* share of the Settlement Fund after Settlement Costs are deducted.

## VI. NOTICE TO THE CLASS

53. Within twenty one (21) days of Execution of this Agreement, Defendant 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 Settlement Administrator shall provide direct notice via email, or, if a valid email address is unavailable, via U.S. First Class Mail to each Settlement Class Member. Notice shall be by way of a letter. Prior to mailing the Notice, the Settlement Administrator shall search for updated addresses via the USPS national change of address database. The Settlement Administrator shall re-mail, one time, any Notice returned as undeliverable and for which an alternative address can be located and undertake reasonable means to locate alternative addresses for a returned Notice.

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 MihalceanSettlement.com for the Settlement website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

## VII. OPT-OUT PROCESS

55. 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 Mihalcean v. Bridge Investment Group Holdings 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.

56. 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.

### **VIII. OBJECTION PROCESS**

57. 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 the objection. An individual who opts out of the Settlement is no longer a Settlement Class Member and cannot object to the Settlement.

58. 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.

### **IX. DISTRIBUTION PROCESS**

59. In the event that the Settlement Effective Date does not occur, any amounts actually used by the Settlement Administrator for Notice and Administration Costs shall not be refundable to Defendant.

60. On or after the Settlement Effective Date, Class Counsel shall instruct the Settlement Administrator to whom the Attorneys' Fees and Litigation Expenses and any Settlement Class

Representative Incentive Payment should be distributed.

61. **Settlement Award Payments.** Settlement Awards shall be paid by check. Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall send the Settlement Award along with an applicable 1099 to each eligible Settlement Class Member who did not opt out. 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 shall revert back to Defendant.

## **X. RELEASE**

62. 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 Settlement Class Members release the Released Parties from the Released Claims.

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

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

## **XI. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL**

65. Class Counsel shall apply to the Court for the entry of an order requesting the following relief:

- 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 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 Plaintiff as Settlement Class Representative;
- G. Approving the Settlement Administrator; and
- H. Setting the Notice Deadline, Objection Deadline, and Opt-Out Period.

## **XII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

66. 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.

### **XIII. MUTUAL FULL COOPERATION**

67. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to the drafting 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 Defendant and its counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

### **XIV. CONDITIONS FOR TERMINATING THE AGREEMENT**

68. 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 shall it be 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.

### **XV. SIGNATORIES' AUTHORITY**

69. 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.

### **XVI. NO PRIOR ASSIGNMENTS**

70. 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.

### **XVII. NOTICES**

71. 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  
mtp@lawsforconsumers.com

B. To Defendant

Christopher Lee  
David M. Ross  
Wilson Elser  
100 SE 2<sup>nd</sup> St, Suite 2100  
Miami, FL 33131  
christopher.lee@wilsonelser.com  
david.ross@wilsonelser.com

**XVIII. MISCELLANEOUS PROVISIONS**

72. **Construction.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations, including a mediation with Lance Harke, between the Parties 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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **Counterparts.** This Agreement may be executed by facsimile or digital 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.

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

79. **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:



\_\_\_\_\_  
Dana Mihalcean

01 / 29 / 2026

\_\_\_\_\_  
Date

ACCEPTED AND AGREED:

\_\_\_\_\_  
Bridge Investment Group Holdings LLC

Date

By:

Title:

\_\_\_\_\_

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

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

**SIGNATURES**

ACCEPTED AND AGREED:

\_\_\_\_\_  
Dana Mihalcean

\_\_\_\_\_  
Date

ACCEPTED AND AGREED:

  
\_\_\_\_\_  
Bridge Investment Group Holdings LLC  
Date  
By: Adam O'Farrell  
Title: Chief Operating Officer

02/25/2026  
\_\_\_\_\_

# **EXHIBIT 1**

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

**Dana Mihalcean, on behalf of herself  
and all others similarly situated,**

**CASE NO.: 2025-CA-006193**

**Plaintiff,**

**v.**

**Bridge Investment Group Holdings LLC,**

**Defendant.**

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

THIS CAUSE came before the Court on the Unopposed Motion filed by Plaintiff Dana Mihalcean, individually and on behalf of a class of persons similarly situated (“Plaintiff” or “Class Representative”), and Defendant Bridge Investment Group Holdings LLC (“Defendant”) (collectively Plaintiff and Defendant 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. The Court will discuss the process involved and make the following findings of the facts and conclusions of law regarding Final Approval of this proposed class action Settlement Agreement:

**I. FINDINGS OF FACT**

Plaintiff is a natural person, resident of Florida, and citizen of Florida, who was a former tenant of Defendant and paid a security deposit to Defendant as part of her tenancy. Defendant is a Delaware limited liability company with a principal place of business in Sandy, UT. Defendant

manages and owns residential units throughout Florida, and in this County.

In this lawsuit, Plaintiff alleges that it is Defendant's business practice to (1) prematurely take possession of tenants' security deposits without providing tenants a chance to object to the claim within the 15-day objection period, and (2) fail to send a legally sufficient certified mail notice letter within 30 days of moving out when Defendant seeks to impose a claim on the deposit.

Plaintiff alleges those practices are a violation of the Florida Residential Landlord and Tenant Act ("FRLTA"), Fla. Stat. § 83.49(3)(a), and Florida Consumer Collection Practice Act, Fla. Stat. § 559.55 et seq. ("FCCPA").

Defendant denies any and all wrongdoing. Defendant also claims that certain members of the Settlement Class still owe Defendant amounts due for damages, fees and costs associated with their leases.

#### **SETTLEMENT TERMS**

Under the Settlement Agreement, the Defendant agreed not to oppose certification of a Settlement Class defined as:

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties' intent to impose a claim on their deposit.

**Monetary Relief:** As for monetary relief, Defendant shall establish a common fund of \$700,000, and each Settlement Class Member who does not opt out shall receive their pro rata portion of the \$700,000 Settlement Fund after Settlement Costs are deducted. The estimated payment to Settlement Class members after this deduction is around \$107 (subject to change). Settlement Costs include attorneys' fees, litigation costs (case filing fee, service of process cost, and mediation invoice reimbursement), class administration and notice costs, and the class representative award. Any uncashed checks after 90 days of the date on the check shall revert back to Defendant.

**Class Representative Incentive Award:** Plaintiff shall receive a payment separate from her payment from the class action settlement in the amount of \$3,500 for her efforts as class representative. This amount shall be deducted from the Settlement Fund.

**Attorney Fees and Expenses:** Plaintiff and the Class have been represented by Consumer Law Advocate, PLLC in this matter. Class Counsel shall receive an award of  for its attorneys' fees and  for reimbursement of litigation costs for a total amount of .

## II. CLASS NOTICE, OPT-OUTS and OBJECTIONS

On  2026, this Court granted Preliminary Approval to this proposed Settlement. In the Court's Preliminary Approval Order, the Court approved the form, substance, and requirements of the Notice of Settlement (the "Notice"). The class consists of 4,077 class members. Notice to the Class was sent pursuant to the Court's Order, and re-mailings were accomplished in an attempt to find all Class Members. *See Exhibit 1 of Plaintiff's Motion for Final Approval* (Declaration of American Legal Claims Services). As of the opt-out deadline of , 2026,  class members opted out of the Settlement. *Id.* The objection deadline for the class was , 2026. As of that date,  class members filed an objection to the terms of the Settlement. *Id.* The Court notes that  objections have been filed in the record as of the date of the Final Fairness Hearing.

### **III. CONCLUSIONS OF LAW REGARDING THE FAIRNESS OF THE SETTLEMENT TERMS.**

To approve a class action settlement, the trial court must find that the agreement was fair, reasonable, and adequate. *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 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. *Id.* (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)).

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. The Settlement provides a significant benefit to all Class Members. Given the timing and legal obstacles if this case were litigated to a final conclusion, and the perils of maintaining an action through a final judgment or appeal, this Court finds that the Settlement provides 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. As a result, the relief provided herein appears fair, adequate and reasonable.

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

In addition to finding that the terms of the proposed Settlement are fair, reasonable, and adequate, the Court must also 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 Ins. Co.*, 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 make it clear that the mediation process through which the settlement was achieved was independent and fair. *Miller*, 559 F.2d at 429. Accordingly, 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 Representative Plaintiff and the Class Members.

The Parties also agreed that Plaintiff, in addition to her recovery as a member of the Class, will receive \$3,500 as a class representative incentive award. The Court finds the award reasonable and comparable to incentive awards in similar actions.

Finally, this Court finds that Class Counsel's Attorney Fee Award is fair and reasonable compensation to Class Counsel in accordance with the holding of the Florida Supreme Court in *Kuhnlein v. Department of Revenue*, 662 So.2d 309 (Fla. 1995); and *Florida Patients Compensation Fund v. Roe*, 472 So.2d 1145 (Fla. 1987), and the criteria set forth under Rule 4-1.5, Rules of Professional Conduct, Rules Regulating the Florida Bar.

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

1. The Settlement Agreement is hereby APPROVED, RATIFIED, and ADOPTED as an Order of this Court. The Parties are ordered and directed to comply with the terms and provisions of the Settlement Agreement.

2. Without limiting any term of the Settlement Agreement, including the release of claims, it is hereby ordered and adjudged that the terms of the Settlement Agreement and of this Final Order and Judgment shall forever be binding upon, and shall have *res judicata* and preclusive effect, in any and all pending and future lawsuits maintained by the Representative Plaintiff and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns. Plaintiffs and the Settlement Class Members fully and finally release and forever discharge the Released Parties from the Released Claims. Plaintiffs and the Settlement Class Members, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

3. The Court RETAINS jurisdiction over all matters related to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement and Final Order and Judgment.

4. The entire captioned action is hereby DISMISSED with PREJUDICE and Final Order and Judgment is hereby ENTERED.

DONE AND ORDERED in Chambers in Tampa, Hillsborough County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Honorable Cheryl Kendrick Thomas  
Circuit Court Judge

Copies to all counsel of record

# **EXHIBIT 2**

*Dana Mihalcean vs Bridge Investment Group Holdings LLC  
(Case No. 2025-CA-006193, Hillsborough County, Florida)*

**If you were a Florida tenant at a property owned or managed by Bridge Investment Group Holdings LLC between July 2021 through January 2026 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 create a \$700,000 common fund (the "Settlement Fund") to fully settle and release claims of the following individuals:**

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties' intent to impose a claim on their deposit (the "Class").

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 had already released the claims at issue in this Agreement with Defendant.

- **Defendant denies Plaintiff's allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. By entering into the settlement, Defendant has not conceded the truth or validity of any of the claims against it.**
- **To receive your pro rata portion of the Settlement Fund, you don't have to do anything. If you opt out, you will not receive your portion of the Settlement Fund.**
- **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:	
DO NOTHING	To obtain money from the settlement you do not have to do anything. If you do not opt out of the settlement, you will receive a settlement payment. If you change your address after the date of receiving notice, make sure you update your address with the Settlement Administrator.
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 Defendant 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.

**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 *Dana Mihalcean vs Bridge Investment Group Holdings LLC*, 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 Defendant's records indicate that you may be a member of the Settlement Class.

**3. What is this class action lawsuit about?**

In a class action, a person called a Class Representative (here, Plaintiff) 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, Plaintiff filed a putative class action lawsuit in Hillsborough County Circuit Court asserting that her landlord and property manager (Defendant) failed to comply with the Florida Residential Landlord Tenant Act and Florida Consumer Collection Practices Act in connection with renting residential units and returning security deposits. Defendant has denied all liability and presented defenses to the claim prior to entering into this Class Settlement. The Court has conditionally certified a class action for settlement purposes only. The Honorable Cheryl Kendrick Thomas is in charge of this action.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendant. 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. Plaintiff 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, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties' intent to impose a claim on their deposit (the "Class").**

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.Mihalceansettlement.com](http://www.Mihalceansettlement.com), or you may write to the Settlement Administrator at Mihalcean 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 33% of the Settlement Fund, and will also seek reimbursement of reasonable expenses. Class Counsel also will ask the Court to approve payment of \$3,500 to Plaintiff for her services as Class Representative. 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 do not opt out of the settlement will receive a cash payment of their pro rata share of a \$700,000 Settlement Fund, after deduction of attorney fees, reasonable litigation expenses, and class notice and administration costs. The estimated payment is \$107 (which could increase or decrease by the time checks are issued)

### 9. How much will my payment be?

The estimated payment is \$107 (which could increase or decrease by the time checks are issued).

### 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, Defendant 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 Defendant and all other Released Parties, as defined in the Settlement Agreement, from any and all Released Claims, including claims for damages that arise under the Florida Residential Landlord Tenant Act and Florida Consumer Collection Practices Act

If you have any questions about the Release or what it means, you can review the Settlement Agreement at [www. Mihalcean settlement.com](http://www.MihalceanSettlement.com), speak to Class Counsel, listed under Question 6, for free; or, at your own expense, you may talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

## HOW TO OBTAIN AP AYMENT

### 11. How can I get a payment?

To obtain a payment from the settlement you do not have to do anything. If your address is going to change, please contact the Settlement Administrator to update your address to receive payment.

## 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. Mihalcean settlement.com](http://www.MihalceanSettlement.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 Defendant 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 *Mihalcean v. Bridge Investment Group Holdings* 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.

**To be valid, you must mail your exclusion request postmarked no later than [REDACTED] 2026 to the Settlement Administrator at Mihalcean Settlement, c/o [REDACTED]**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant 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  
Tel: (815) 999-9130  
[mtp@lawsforconsumers.com](mailto:mtp@lawsforconsumers.com)

To the Defendant

Christopher Lee  
David M. Ross  
Wilson Elser LLP  
100 SE 2<sup>nd</sup> St, Suite 2100, Miami, FL  
33131  
[christopher.Lee@wilsonelser.com](mailto:christopher.Lee@wilsonelser.com)  
[david.ross@wilsonelser.com](mailto:david.ross@wilsonelser.com)

**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 receive a payment from the settlement and will give up your rights to sue Defendant 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 Plaintiff.

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.MihalceanSettlement.com](http://www.MihalceanSettlement.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, DEFENDANT, OR DEFENDANT’S COUNSEL ABOUT THE SETTLEMENT.**

# **EXHIBIT 3**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Dana Mihalcean vs Bridge Investment Group Holdings LLC  
(Case No. 2025-CA-006193, Hillsborough County, Florida)*

This notice is merely to inform you about rights you have regarding a proposed Class Action Settlement related to your rental unit lease with or managed by Bridge Investment Group Holdings LLC (“Defendant”).

Defendant and Released Parties in this lawsuit owned and/or managed rental units during the time that you lived there and paid a security deposit, according to their records. You are receiving this Notice because you have been identified through the business records of Defendant (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 in regards to their security deposit return practices. The Settlement Class includes the following people:

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties’ intent to impose a claim on their deposit (the “Settlement Class”).

**LITIGATION SUMMARY:** Plaintiff filed a putative class action lawsuit in Hillsborough County Circuit Court asserting that her landlord and property manager (Defendant) failed to comply with the Florida Residential Landlord Tenant Act and Florida Consumer Collection Practices Act, in connection with returning security deposits. Defendant has denied all liability and presented defenses to the claim prior to entering into this Class Settlement.

Plaintiff and Defendant have agreed to settle these claims in a Class Action Settlement in exchange for the monetary benefits set forth in the Settlement. All Settlement Class Members will release Defendant and Released Parties from all liability arising from the claims in the lawsuit involving their Security Deposits.

**MONETARY BENEFITS:** Defendant shall create a \$700,000 common fund (approximately 45.4% refund of each Settlement Class Member’s security deposit), and each Settlement Class Member who does not opt out of the settlement shall be entitled to their pro rata share of the common fund, after a deduction of attorney fees, litigation costs, and class administration costs. The net payment to Settlement Class Members is estimated to be around \$107 per person (this amount is subject to be higher or lower).

**PARTICIPATING IN THE SETTLEMENT:** You do not need to do anything to receive your pro rata settlement payment. If your address changes, make sure to notify the settlement administrator of your new address, so you can receive the check.

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 Defendant and Released Parties from all Released Claims, including any and all claims arising out of the causes of action advanced in the class action complaint.

**ATTORNEYS' FEES AND COSTS:** Class Counsel will petition the Court for 33% of the Settlement Fund, and seek reimbursement of the case filing fee, service of process fee, and mediation invoice paid.

**OPTING OUT OF THE SETTLEMENT CLASS:** 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 *Mihalcean vs Bridge Investment Group Holdings*. Requests for Exclusion must be signed and postmarked by **INSERT DATE 10 DAYS BEFORE FINAL FAIRNESS HEARING**. Requesting exclusion from the Settlement 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, Christopher Lee and David M. Ross of Wilson Elser LLP, 100 SE 2<sup>nd</sup> St, Suite 2100, Miami, FL 33131. 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 Cheryl Kendrick Thomas, 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 Court House, 601 E. Kennedy Blvd, Tampa, FL 33602.

This Notice has been Approved and Ordered by:  
Honorable Cheryl Kendrick Thomas  
Circuit Court Judge

# **EXHIBIT 4**

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

**Dana Mihalcean, on behalf of herself  
and all others similarly situated,**

**CASE NO.: 2025-CA-006193**

**Plaintiff,**

v.

**Bridge Investment Group Holdings LLC,**

**Defendant.**

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**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 Plaintiff Dana Mihalcean, individually and on behalf of a class of persons similarly situated (“Plaintiff” or “Class Representative”), and Defendant Bridge Investment Group Holdings LLC (“Defendant”) (collectively Plaintiff and Defendant 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 Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Unopposed Motion"), Plaintiff's Memorandum of Law in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, including its exhibits, and the Settlement Agreement and Release ("Settlement Agreement"). Based on the arguments and evidence submitted, the Court finds:

**I. FINDINGS OF FACT**

Plaintiff is a natural person, resident of Florida, and citizen of Florida, who was a former tenant of Defendant and paid a security deposit to Defendant as part of her tenancy. Defendant is a Delaware limited liability company with a principal place of business in Sandy, UT. Defendant manages and owns residential units throughout Florida, and in this county.

In this lawsuit, Plaintiff alleges that it is Defendant's business practice to (1) prematurely take possession of tenants' security deposit without providing tenants a chance to object to the

claim within the 15-day objection period, and (2) fail to send a legally sufficient certified mail notice letter within 30 days of moving out when Defendant seeks to impose a claim on the deposit.

Plaintiff alleges those practices are a violation of the Florida Residential Landlord and Tenant Act (“FRLTA”), Fla. Stat. § 83.49(3)(a), and Florida Consumer Collection Practices Act, Fla. Stat. § 559.55 et seq. (“FCCPA”)

Defendant denies any and all wrongdoing. Defendant also claims that certain members of the Settlement Class still owe Defendant 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 Settlement Agreement and Plaintiff’s Unopposed Motion and Plaintiff’s Memorandum of Law in Support of Plaintiff’s 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, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties’ intent to impose a claim on their deposit.

### **A. Numerosity**

For purposes of approving the Settlement Agreement and certifying the Settlement Class, the Court finds joinder of 4,077 tenants who signed a lease and paid a security deposit with Defendant 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, for settlement purposes only:

- (a) Whether Defendant violated the FRLTA if it commingled security deposit funds before they were due to Defendant;
- (b) Whether Defendant violated the FCCPA (specifically section 559.72(9), Florida Statutes) if Defendant asserted legal rights that Defendant knows do not exist;
- (c) Whether Defendant failed to send a legally sufficient certified mail notice letter;
- (d) Whether, if Defendant engaged in wrongdoing, Plaintiff and Class Members sustained resulting damages and the proper amount of these damages;

**C. Typicality**

The Court finds that the typicality requirement is satisfied, for settlement purposes only, for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class, based on the similarity of Plaintiff's claims with those of the Settlement Class members. Here, the named Plaintiff is typical of the putative class members she seeks to represent. Plaintiff is a Florida resident, who was a former tenant of Defendant. Plaintiff alleges that her security deposit was retained by Defendant after she moved out of her apartment, and that Defendant did not wait until the 15-day objection period expired before it offset Plaintiff's security deposit. Plaintiff also alleges that she did not receive a legally sufficient notice letter within 30 days of moving out, where Defendant deducted any portion of her deposit. Accordingly, for settlement purposes only, Plaintiff is typical of the class members she seeks to represent. Because Plaintiff alleges the same legal interest and alleges she has endured the same alleged legal injury as the other members of the class, the typicality requirement of Rule 1.220(a) is satisfied for settlement purposes only.

**D. Adequacy**

The Court finds that Plaintiff has no interests antagonistic to the class she seeks to represent

and that Class Counsel is experienced in litigating class action cases. Accordingly, the adequacy requirement is satisfied for settlement purposes only 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 been satisfied for settlement purposes only, for the purposes of approving the Settlement Agreement and certifying the Settlement Class. In particular, the Court finds, for settlement purposes only, that the predominating common issue in this matter is whether Defendant engaged in a common course of conduct, or common practice, of prematurely taking possession of its tenant's security deposits without first waiting for the 15-day objection deadline to expire and whether Defendant failed to send a legally sufficient certified mail notice of its intention to impose a claim upon a deposit within 30 days of moving out. For settlement purposes only, these practices will either be found to be unlawful or they will not, based upon common evidence and defenses. Accordingly, for settlement purposes only, 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 for settlement purposes only. In particular, the Court notes that the small amounts of individual damages effectively preclude individual actions seeking relief for the alleged issues with security deposits. 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 for settlement purposes only and the Motion for Preliminary Approval will be Granted.

**III. CONCLUSIONS OF LAW REGARDING 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 (*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. *Id.* (*citing Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)).

Under the terms of the proposed Settlement, Defendant will establish a \$700,000 common fund. Settlement Class members who do not opt out of the Settlement shall be entitled to their pro rata portion of the Settlement Fund after a deduction of Settlement Costs (attorney fees, case filing

fee, service of process fee, mediation invoice from Lance Harke, class notice and administration costs, and class representative incentive award).

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 Class Counsel shall seek do not diminish the relief to the Settlement Class and appear to be reasonable for this type of case.

The Class Representatives Incentive Award that has been negotiated does not diminish the relief to the Settlement Class and appears 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. CONCLUSIONS OF LAW REGARDING 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 Plaintiff’s Memorandum in Support of Motion for 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), for settlement purposes only.

2. The Court hereby appoints Plaintiff 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 **XXX at XXX 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 Defendant as defined and set forth in the Settlement 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 Plaintiff's Memorandum of Law in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. The Settlement Administrator shall cause the Notice to be sent via email or U.S. Mail to Settlement Class Members at the email or mailing address each Class Member has on file with Defendant according to the terms of the Settlement 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 Settlement Agreement.

7. All litigation, including discovery, other than further proceedings with respect to the Settlement, is stayed until further order of this Court. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Settlement Class Members from commencing or prosecuting any and all of the Released Claims against the Released Parties.

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 award to the Plaintiff should not be made, or why attorney's 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  
601 E. Kennedy Blvd, 13<sup>th</sup> Floor  
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 Defendant**

Christopher Lee  
David M. Ross  
Wilson Elser LLP  
100 SE 2<sup>nd</sup> St, Suite 2100  
Miami, FL 33131  
[christopher.lee@wilsonelser.com](mailto:christopher.lee@wilsonelser.com)  
[david.ross@wilsonelser.com](mailto:david.ross@wilsonelser.com)

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 Tampa, Hillsborough County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Honorable Cheryl Kendrick Thomas  
Circuit Court Judge

Copies to all counsel of record