

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

CASE NO.: 2024-CA-000465

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

Plaintiffs,

v.

**CLASS REPRESENTATION**

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

Defendants.

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

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

A. There is currently pending in the Circuit Court of Polk County, Florida (the “Court”), a lawsuit styled *Marie-Pierre C. Shaffer and Tommy R. Pointer v. RENU Property Mgt., LLC, et. al.* Case No. 2024-CA-000465 (the “Action”), in which the Class Representatives have claimed that Defendants violated the requirements of state law with respect to the demand

for and collection of early lease termination fees or liquidated damages imposed on vacating tenants who did not sign separate lease agreement addendums substantially in compliance with Fla. Stat. §83.595(4). In particular, the Class Representatives have filed a Complaint against Defendants seeking relief on a class-wide basis for *inter alia* violations of the Florida Residential Landlord Tenant Act (“FRLTA”), Fla. Statute §83.40, *et seq.*, the Florida Consumer Collection Practices Act (“FCCPA”), and for unjust enrichment and/or restitution.

B. The Parties have entered into a Class Action Settlement Agreement (“Settlement Agreement”)<sup>1</sup> on October 17, 2024. Released Parties under the Settlement Agreement means Defendants RENU Property Mgt, LLC, and RENU Real Estate FL, LLC, RENU Property Mgt Florida LLC, and is intended to include all “Persons” as defined in Paragraph 18 of the Settlement Agreement, including but not limited to, all present and future affiliated entities, all property owners and associations where the Class Members resided at the relevant time herein, all predecessors and successors and each of their respective parents, subsidiaries, insurers, agents, employees, representatives, officers, members, attorneys, and all other persons or entities acting on such Defendants’ behalf.

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

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

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

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

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

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

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

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

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

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

- **Settlement Fund.**

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

administration expense, shall be deducted to determine the net settlement fund (“Net Settlement Fund”).

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

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

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

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

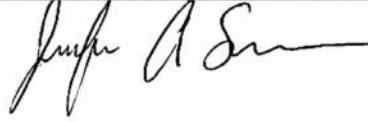
F. In light of the benefits to the Settlement Classes, including the Settlement Fund,

the waiver of debt, and the credit amelioration, the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is preliminarily approved.
2. The Court preliminarily certifies the Settlement Class pursuant to Rule 1.220, Florida Rules of Civil Procedure.
3. Plaintiffs are hereby appointed Class Representatives for the Settlement Classes.
4. Robert W. Murphy and Joseph M. Sternberg are hereby appointed Class Counsel for the Settlement Classes.
5. The names and addresses of all Class Members shall be provided by Defendants to Class Counsel by November 22, 2024.
6. Notice in the form of Exhibit “B” (“Long Form Notice”) attached to the Settlement Agreement shall be mailed to Class Members by December 11, 2024.
7. All opt-outs, motions to intervene in, and objections to the proposed class action settlement shall be made on or before January 17, 2025.
8. The Final Fairness Hearing will be conducted before the Honorable Circuit Court Judge Jennifer A. Swenson, Polk County Courthouse, 255 N. Broadway Avenue, Bartow, Florida 33830, in Hearing Room 6C-1 (Sixth Floor Blue Elevators) on Friday, February 7, 2025, at 2:30 p.m.
9. Nothing herein shall be construed to find liability on the part of the Defendants for the alleged violations addressed in this lawsuit. The Court recognizes that the Defendants deny liability.

**DONE AND ORDERED** in Bartow, Polk County, Florida on Friday, November 1, 2024.



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Jennifer Swenson, Circuit Judge  
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