

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**Amy Kunce, on behalf of herself
and all others similarly situated,**

CASE NO.: 2025-CA-001302-O

Plaintiff,

v.

SPM of Alabama, LLC,

Defendant.

**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 Amy Kunce, individually and on behalf of a class of persons similarly situated (“Plaintiff” or “Class Representative”), and Defendant SPM of Alabama (“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 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 Certification of Settlement Class and Preliminary Approval of Class Action Settlement ("Unopposed Motion"), Plaintiff's Memorandum of Law in Support of Joint Motion, including its exhibits, and the Class Action Settlement Agreement ("Agreement"). Based on the arguments and evidence submitted, the Court finds:

I. FINDINGS OF FACT

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 her tenancy. Defendant is a Alabama limited liability company with a principal place of business in Brandon, Florida. Defendant manage and own residential units throughout the Florida, and in this county.

In this lawsuit, Plaintiff alleges that it is Defendant's business practices 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) 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 Tenant Act, and the Florida Consumer Collection Practices Act.

Defendant denies any and all wrongdoing. Defendant also claims that 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 Agreement and Plaintiff's Unopposed Motion and Plaintiff's Memorandum of Law in Support 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 who signed a lease with Defendant and paid a security deposit from February 2021 through December 2025

A. Numerosity

For purposes of approving the Settlement Agreement and certifying the Settlement Class, the Court finds joinder of 687 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, but are not limited to:

- (a) Whether Defendant violated the FRLTA by comingling security deposit funds before they were due to Defendant;

- (b) Whether Defendant violated the FCCPA, (specifically section 559.72(9), Florida Statutes by asserting legal rights the Defendant knows does not exist;
- (c) Whether Defendant sent a legally sufficient certified mail notice letter;
- (d) Whether, as a result of Defendant's wrongdoing, Plaintiff and Class Members sustained damages and the proper amount of these damages; and

C. Typicality

The Court finds that the typicality requirement is satisfied, for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class, based on the similarity of Plaintiff's claims with those of the Settlement Class members. Here, the named Plaintiff is entirely 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 home, and that Defendant did not wait until the 15-day objection period expired before it offset Plaintiff Glasbrenner's security deposit. Plaintiff also alleges that she did not receive a legally sufficient notice letter. Accordingly, Plaintiff is typical of the class members she seeks to represent as there is nothing peculiar about Plaintiff's experiences with Defendant that makes her different from other members of the Class. Because Plaintiff possess the same legal interest and have endured the same alleged legal injury as the other members of the class, the typicality requirement of Rule 1.220(a) is also satisfied.

D. Adequacy

The Court finds that 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 purposes of approving the Settlement Agreement and certifying the Settlement Class.

E. Rule 1.220(b) Requirements

The Court also finds that the requirements of Rule 1.220(b)(3) have also been satisfied, for the purposes of approving the Settlement Agreement and certifying the Settlement Class. In particular, the Court finds that the predominating common issue in this matter is whether Defendant is 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 day deadline to expire, whether Defendant sent a legally sufficient certified mail notice letter of intention to impose a claim upon a deposit within 30 days of moving out, if it returns tenants deposits in full within 15 days of moving out. These practices would be found to be unlawful or it will not, based upon common evidence and defenses. Accordingly, for the purposes of certifying the Settlement Class under Rule 1.220(b)(3), this Court finds that common issues predominate over any individual issues that may exist.

The Court also finds for the purposes of preliminary approval that class treatment via a class-wide settlement is superior to individual litigation of the claims of each putative class member. In particular, the Court notes that the small amounts of individual damages effectively preclude individual actions seeking relief for the alleged 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 and the Motion for Class Certification 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 (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)).

Under the terms of the proposed Settlement, Defendant, will pay each Class Member, who does not opt out of the settlement and Class Action, and fills out a valid and timely Online Claim Form will receive a payment of 80% of their security deposit paid to Defendant. Additionally, Defendant will bring all outstanding charges to \$0 that Defendant alleges are due by class members, including accounts sent to debt collectors.

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

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

The Class Representatives Incentive 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 1 to Plaintiff’s Memorandum in Support of Preliminary Approval explains the terms of the Settlement, provides instructions for how to opt-out of the settlement class, and explains the legal ramifications of staying a member. The Notice also allows class members to appear through their own counsel and or to object to the terms of this Settlement. Accordingly, this Court finds that the proposed Notice meets the requirements of Rule 1.220.

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

ORDERED:

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

2. The Court hereby appoints 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 June 18, 2026 at 9:00 a.m. via WebEx, 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 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 Certification of Settlement Class and Preliminary Approval of Class Action Settlement. Defendant or its designated agent shall cause the Notice to be sent via email to Settlement Class Members at the email address each Class Member has on file with Defendant according to the terms of the Agreement.

5. The form of the Notice, and method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meets the requirements of the Florida Rules

of Civil Procedure and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

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

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

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

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

Clerk of the Circuit Court
Circuit Clerk
Orange County Courthouse
425 N. Orange Ave., Suite 350
Orlando, FL 32801

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

Dante Rohr
315 E. Robinson St., Suite 550
Orlando, FL 32801

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.

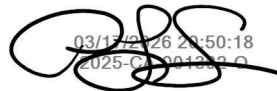
Any Settlement Class Member who does not make his, her or its objection in the manner provided in the preceding paragraph of this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objections to the fairness, adequacy, or reasonableness of the Settlement.

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 Orlando, Orange County, Florida on the date of electronic signature.



eSigned by Patricia Stowbridge 03/17/2026 20:50:18 pjm585Sd

PATRICIA L. STROWBRIDGE
CIRCUIT JUDGE

The foregoing was filed with the Clerk of Court by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served to all attorneys/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System. **Plaintiff shall serve a copy of this Order on all parties not receiving Notice through the ePortal within three (3) days and shall file a Certificate of Service of the same with the Clerk.**