

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

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,”

CASE NO.: 2024-CA-000465

Defendants.

_____ /

FINAL APPROVAL ORDER

THIS CAUSE came before the Court on February 7, 2025 on the Motion for Final Approval of Class Action Settlement Agreement between the Class Representatives, Plaintiffs Marie-Pierre C. Shaffer and Tommy R. Pointer, with respect to the Class Action Settlement Agreement entered into with Defendants, RENU Property Mgt., LLC, a Florida limited liability company, and RENU Real Estate FL. LLC, a Florida limited liability company, doing business together as RENU Property Mgt Florida, LLC (collectively “RENU Management”) through their respective counsel. Based on the record, the evidence and argument presented, the Court makes the following findings concerning the fairness, reasonableness, and adequacy of the Class Settlement:

A. On or about October 17, 2024, after a lengthy mediation and extensive settlement discussions, the respective parties entered into a Stipulation and Settlement Agreement (“Settlement Agreement”), which has been previously filed with the Court.

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

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

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

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

F. No Class Members have requested to be excluded.

G. No Class Members have objected to the proposed Settlement.

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

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

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

J. In determining the adequacy of the proposed Settlement, the Court need not, and does not, decide the merits of the case. This Court has considered the submissions of the parties, which demonstrates a degree of uncertainty in Class Representatives prevailing in their claims. The Settlement Benefits set forth in the Settlement Agreement and noted above represent a significant benefit to the Class Members. Given the factual legal obstacles standing in the way of a full recovery if this case were litigated to a conclusion, and the perils of maintaining an action through a final judgment or appeal, this Court finds that the Settlement provides for a reasonable and adequate recovery that is fair to all Class Members. If this case were to proceed without settlement, the resulting litigation would be complex, lengthy, and expensive. The Settlement eliminates a substantial risk that the Class Members would walk away empty-handed after trial.

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

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

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

N. In addition to finding that the terms of the proposed settlement are fair, reasonable, and adequate, the Court must determine there is no fraud or collusion between the parties or their counsel negotiating the settlement terms. *Bennett*, 737 F.2d 986; *Miller v. Republic National Life Insurance Company*, 559 F.2d 426, 428-29 (5th Cir. 1977). In this case, there is no suggestion of fraud or collusion between the parties. Furthermore, the terms of the

Settlement and a negotiated settlement achieved through mediation make it clear that the process by which the settlement was achieved was fair. *Miller*, 559 F.2d at 429.

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

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

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

R. As for the Attorney Fee Award and Attorney Costs, the request for \$157,343.94 in attorney's fees and \$8,360.42 in costs by Class Counsel is fair and reasonable compensation to Class Counsel in accordance with Rule 1.220, Florida Rules of Civil Procedure, and the factors set forth therein.

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

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

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

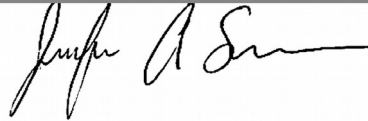
lawsuits maintained by the Class Representative and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns.

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

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

DONE AND ORDERED in Bartow, Polk County, Florida on Monday, February 10, 2025.

53-2024-CA-000465-0000-00 02/10/2025 02:01:51 PM



Jennifer Swenson, Circuit Judge
53-2024-CA-000465-0000-00 02/10/2025 02:01:51 PM

LANDERS M PARKER
parker@landersandsternberg.com

STERNBERG JOSEPH M
joseph@landersandsternberg.com

MURPHY ROBERT W
rwmurphy@lawfirmmurphy.com
pleadings@lawfirmmurphy.com
legalassistant@lawfirmmurphy.com

ALEXANDER ABBYE
orlandopleadings@kaufmandolowich.com
aalexander@kaufmandolowich.com
mcruz@kaufmandolowich.com

Matthew Weston Pope
weston.pope@kaufmandolowich.com
wpope4@gmail.com
tbell@kaufmandolowich.com

James R. Betts, Esq
jbetts@tampabay.rr.com

