Filing # 260105149 E-Filed 10/27/2026 02:57:18 PM

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA

Melanie Mills, on behalf of herself and all others similarly situated,

CASE NO.: 26-CA-000164

Plaintiff,

v.

Steelblock, LLC,

Defendant.
_____/

ORDER CERTIFYING SETTLEMENT CLASS
AND GRANTING PRELIMINARY APPROVAL
TO THE PROPOSED CLASS ACTION SETTLEMENT

THIS CAUSE came before the Court on Plaintiff's Unopposed Motion filed by Melanie Mills, individually and on behalf of a class of persons similarly situated ("Plaintiff" or "Class Representative"), 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 of her tenancy. Defendant is a limited liability company that owned and/or managed residential units in Florida, including in Lee County.

In this lawsuit, Plaintiff alleges that it is Defendant's business practice to send its notice of intention to impose a claim on a tenant's security deposit (1) by email rather than by certified mail, and (2) without the disclosure required by Fla. Stat. § 83.49(3)(a), including the statement advising

the tenant of the 15-day period to object, and then to retain all or part of the tenant's security 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, from January 8, 2021 through June 30, 2026, who finished out the term of their lease, paid a security deposit at a property owned or managed by Defendant, had any portion of their deposit retained, and are identified on the Class List produced by Defendant to the Settlement Administrator in accordance with the Agreement. The Settlement Class consists of two classes: the Partial Refund Class and the No Refund 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.

The Settlement Class consists of two classes: the Partial Refund Class, consisting of the approximately 38 Settlement Class Members who received a partial refund of their security deposit, and the No Refund Class, consisting of the approximately 195 Settlement Class Members who received no refund of their security deposit.

A. Numerosity

For purposes of approving the Settlement Agreement and certifying the Settlement Class, the Court finds that joinder of the approximately 233 former tenants who fall within the Settlement Class 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 sending its notices of intention to impose a claim on security deposits by email rather than by certified mail, and without the disclosure required by Fla. Stat. § 83.49(3)(a);

(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's notices of intention to impose a claim complied with Fla. Stat. § 83.49(3)(a); and

(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 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, and that Defendant's notice of intention to impose a claim on her deposit was

sent by email rather than by certified mail and did not contain the disclosure required by the FRLTA. Accordingly, Plaintiff is typical of the class members she seeks to represent, as there is nothing peculiar about Plaintiff's experience with Defendant that makes her different from other members of the Class. Because Plaintiff possesses the same legal interest and has 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 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 engaged in a common course of conduct, or common practice, of sending standardized notices of intention to impose a claim on tenants' security deposits by email rather than by certified mail and without the disclosure required by Fla. Stat. § 83.49(3)(a), and then retaining those deposits. That practice will be found to be lawful or unlawful 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 Settlement Class Member who does not opt out of the Settlement and who submits a valid and timely Claim Form

a Settlement Award of thirty percent (30%) of the portion of his or her security deposit that Defendant retained, for members of the Partial Refund Class, or fifty percent (50%) of his or her security deposit, for members of the No Refund Class. If every Settlement Class Member submitted a valid Claim Form, the Settlement Awards would total approximately $116,027.45. Defendant will also bring to $0 all outstanding balances it claims are owed by members of the No Refund Class, totaling $136,726.00, without the need for a claim, and will request that the consumer reporting agencies delete any related tradelines or collection accounts.

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

Under the terms of the Agreement, Class Counsel will petition the Court for Attorneys' Fees and Litigation Expenses, subject to Court approval. Any Attorneys' Fees and Litigation Expenses approved by the Court will be paid by Defendant directly to Class Counsel separately from the relief provided to the Settlement Class and the Notice and Administration Costs.

Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment of up to $3,000.00, in accordance with the Agreement, and any such payment is subject to Court approval.

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 and Long Form Notice attached as Exhibits 3 and 2 to the Settlement Agreement explain the terms of the Settlement, provide instructions for how to submit a Claim Form and how to opt out of the Settlement Class, and explain the legal ramifications of remaining a member. The Notice also allows class members to appear through their own counsel and 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 representative 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 held on February 22, 2027 at 2:00 p.m. in courtroom 4P at the Lee County Justice Center, 1700 Monroe Street, Fort Myers, FL 33901. All Parties may attend via Zoom

Hon. Keith Kyle is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
https://zoom.us/j/94742567416?pwd=xSBRWlxf3MQ0EcmhKnHioaGOB0FfiJ.1

Meeting ID: 947 4256 7416
Passcode: 060455

One tap mobile
+17866351003,,94742567416#,,,,*060455# US (Miami)
+12678310333,,94742567416#,,,,*060455# US (Philadelphia)

---

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 to determine the amount of any Settlement Class Representative Incentive Payment; and

d. to rule upon such other matters as the Court may deem appropriate.

4. Defendant shall produce the Class List to the Settlement Administrator within ten (10) days after entry of this Order, subject to the data protection provisions of the Agreement.

5. The Court approves the form, substance, and requirements of the Notice of Settlement (the "Notice"), the Long Form Notice, and the Claim Form attached to the Settlement

Agreement as Exhibits 3, 2, and 4. The Court appoints American Legal Claims as Settlement Administrator. Notice and Administration Costs shall be paid by Defendant directly to the Settlement Administrator, are estimated to be approximately $9,389.11, and are separate from, and in addition to, the relief provided to the Settlement Class. The Parties shall be jointly responsible for supervising the Settlement Administrator. Within twenty-one (21) days after entry of this Order, the Settlement Administrator shall implement the notice program. By the Notice Deadline, the Settlement Administrator shall send the Notice by email to each Settlement Class Member for whom Defendant has an email address, and by U.S. mail to the last known mailing address updated through the National Change of Address database, to each Settlement Class Member for whom Defendant has no email address or whose email is returned as undeliverable. The Notice shall include a Claim Form containing a class member ID and shall direct recipients to the Settlement Website, where they may update their address and submit a Claim Form online. The Settlement Administrator shall re-mail, one time, any U.S. mail returned as undeliverable for which an alternative address can be located, and shall undertake reasonable means to locate alternative addresses for returned notices. The Settlement Administrator shall establish and maintain a settlement website dedicated to the Settlement at www.steelblocksettlement.com, or, if unavailable, another URL mutually agreed upon by the Parties or determined by the Court.

6. Settlement Class Members who wish to receive a Settlement Award must submit a Claim Form online or by mail no later than sixty (60) days after the Notice Deadline (the "Claims Deadline"). Any Opt-Out Request or objection must be submitted in accordance with the terms of the Settlement Agreement no later than sixty (60) days after the Notice Deadline (the "Opt-Out/Objection Deadline").

7. 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.

8. 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.

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

10. 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.

11. 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 the Opt-Out/Objection Deadline that person has filed a written objection with the Court and served copies on the Parties' counsel. To state a valid objection to the Settlement, the objecting Settlement Class Member must personally sign the objection and provide: (i) his or her full name, current address, and current telephone number; (ii) documentation

sufficient to establish membership in the Settlement Class; (iii) a statement of the 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 his or her position.

Clerk of the Circuit Court
Lee County Justice Center
1700 Monroe Street
Fort Myers, FL 33901

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

Robert Neary
Kozyak Tropin Throckmorton
2525 Ponce de Leon Boulevard, Floor 9
Coral Gables, FL 33134

Jorge Fors, Jr.
Fors Attorneys at Law
1108 Ponce de Leon Blvd.
Coral Gables, FL 33134

Subject to approval of the Court, an objecting Settlement Class Member may, but need not, 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 separate notice of intention to appear by the hearing 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.

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 Fort Myers, Lee County, Florida.

10/27/2026 14:57:00
26-CA-000164

Keith R. Kyle, Circuit Court Judge LuANETjd
26-CA-000164 10/27/2026 14:57:00

Electronic Service List:
Jorge L. Fors <jfors@forslegal.com>
Jorge L. Fors <service@forslegal.com>
Jorge L. Piedra <jpiedra@kttlaw.com>
Law Office of Christophe Fiori PLLC <pleadings@chrisfiori.com>
Matthew T Peterson <mtp@lawsforconsumers.com>