

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON  
COUNTY, FLORIDA

Armani Raji and Kimberly L.  
Swygert on behalf of themselves  
and others similarly situated,

CASE NO.: 2021 CA 000002

Plaintiffs,

v.

The Collier Companies, Inc. and  
Paradigm Properties Management  
Team, Inc.

Defendants.

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**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the "Settlement Agreement"), made as of the Execution Date, is by and between Armani Raji and Kimberly L. Swygert ("Plaintiffs") (acting individually and on behalf of the Settlement Class), and The Collier Companies, Inc. and Paradigm Properties Management Team, Inc. (collectively, "Defendants").

**RECITALS**

WHEREAS, Plaintiffs filed a proposed class action in the above-captioned matter (the "Litigation");

WHEREAS, Plaintiffs (with Jane and John Doe co-plaintiffs) also filed a companion proposed class action in the Court (Case No. 2024-CA-00462) (the "Second Litigation");

WHEREAS, the Second Litigation is identical in form, fact, and substance to the Litigation, but incorporates Jane and John Doe co-plaintiffs and additional defendants;

WHEREAS, in the Litigation and Second Litigation, Plaintiffs contend that defendants violated Section 559.55 Fla. Stat. (the Florida Consumer Collection Practices Act ("FCCPA")) and Section 83.40 and 83.595 Fla. Stat. (the Florida Residential Landlord and Tenant Act ("FRLTA")) by charging/collecting accelerated rent and accelerated late fees following default of a residential lease by tenants (collectively, the "Claims");

WHEREAS, Plaintiffs and Defendants have conducted a thorough examination and investigation of the facts and law related to the Claims, and believe that settlement of the Claims is mutually desirable to terminate the Litigation and Second Litigation;

WHEREAS, Plaintiffs and Class Counsel recognize the costs and risks of prosecuting the Litigation and Second Litigation, believe that it is in the interest of Plaintiffs and the Settlement Class to resolve finally and completely the Claims, and have considered the particular attendant risks and uncertainties of litigation, as well as the difficulties and delays inherent in the same, including (a) uncertainty inherent in establishing liability; (b) uncertainty inherent in various theories of damages; and (c) desirability of consummating this Settlement Agreement promptly to provide effective relief to the Settlement Class to minimize further expenses;

WHEREAS, Plaintiffs and Defendants have conducted arm's-length settlement negotiations and, with the assistance of experienced mediator, and the execution of a term sheet, have reached this Settlement; and

WHEREAS, the undersigned believe that the terms and conditions of this Settlement Agreement offer significant benefits to, and is fair, reasonable, adequate, and in the best interest of, the Parties and the Settlement Class.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned stipulate and agree, subject to the approval of the Court, as follows:

### **DEFINITIONS**

The following terms used in this Settlement Agreement shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

“Attorneys’ Fees and Costs” means attorney fees and litigation costs through the date of the Fairness Hearing related to Count I of the Second Amended Complaint in the Litigation.

“Claim Form” means a timely and fully-completed form provided along with the Notice, which must be returned to the Claims Administrator by a Settlement Class Member by the deadline contained in the Notice. Class Members must provide fully and properly completed Claim Forms to the Claims Administrator on or before the deadline contained in the Notice. Late or incomplete Claim Forms are not eligible for recovery or payment under this Settlement.

“Class Counsel” means: David H. Abrams, The Law Office of David H. Abrams, Post Office Box 568587, Orlando, Florida 32806; Robert Churchill, Churchill Law Group, PLLC, 908 Thomasville Road, Tallahassee, Florida 32303; and Dean R. LeBoeuf, Brooks, LeBoeuf, Foster & Gwartney, PA, 909 E. Park Ave., Tallahassee, Florida 32301.

“Class Period” means January 1, 2017 – August 21, 2024.

“Class Property” means those properties designated and determined between the parties and counsel as Florida student housing properties, and does not include properties designated and determined between the parties and counsel as Florida non-student housing properties, to wit, the following communities:

- a. College Park at Midtown
- b. Gainesville Place
- c. IQ Luxury
- d. Lexington Crossing
- e. Lux 13
- f. Museum Walk
- g. Oxford Manor
- h. The Reflections
- i. Seminole Grand
- j. The Crossing at Santa Fe
- k. The Enclave
- l. The Landings at Appleyard
- m. The Landings
- n. The Preserve at San Luis
- o. West 10

p. NEED TO ENSURE THIS INCLUDES THE SECOND LITIGATION AND  
LEGAL ENTITIES INVOLVED WITH EACH PROPERTY – DEFINE THIS  
AND LIST OUT

“Class Representatives” or “Representative Plaintiffs” means Plaintiffs.

“Court” means the Circuit Court, Second Judicial Circuit, Leon County, Florida.

“Effective Date” means the date this Settlement Agreement becomes effective and shall be five (5) days after the date when the judgment in the Litigation is final under Florida law, based on the latest to occur of the following:

- A. in the absence of any Objection or intervention in this matter by any member of the Settlement Class, upon entry of the Final Order, or
- B. in the event of any Objection, the date on which
  - (i) the Final Order has been entered by the Court and
    - (a) the applicable period for any appeal from the Final Order has expired without any notice of appeal having been filed, or
    - (b) all such appeals have been dismissed and the mandate has issued; or
  - (ii) the appropriate appellate court has issued its mandate following a final opinion or judgment affirming the Final Order, which
    - (a) is no longer subject to any further appellate challenge, or
    - (b) has been affirmed by the highest appellate court with jurisdiction.

“Execution Date” means the date the last signature is affixed hereto.

“Fairness Hearing” means the final hearing in the Litigation to determine, at the least: (1) the merits of any Objection; (2) whether to grant final approval to this Settlement pursuant to Rule 1.220 of the Florida Rules of Civil Procedure as fair, reasonable, adequate, and in the best interests of the Settlement Class and to authorize all acts necessary to consummate and effectuate the terms and conditions hereof; and

(3) whether the Court will enter a Final Order; (4) approve the amount of Attorneys' Fees and Costs negotiated by the parties or determine the amount of Plaintiff's Attorney's Fees and Costs at the hearing if the parties have not agreed to an amount at the time of the Fairness Hearing; and (5) such other matters as the Court may deem necessary and appropriate.

"Final Order" means the order(s) and final judgment(s) of the Court finally approving this Settlement, setting the amount of attorneys fees and costs to be paid to Class Counsel, dismissing the Litigation with prejudice, and directing the dismissal with prejudice of the Second Litigation.

"Notice" means the written notice to provided to all members of the Settlement Class by first class mail, explaining in plain English the terms of the settlement and how members of the Settlement Class may benefit from the Settlement. The Notice shall include a Claim Form for Class Members to complete and shall advise Class Members of the deadline by which this Claim Form must be returned to the Claims Administrator.

"Notice Date" means the date that Claims Administrator places any Notice in the U.S. Mail for delivery.

"Notice Expenses" means all reasonable costs and expenses incurred in connection with preparing, printing, and mailing the Notice.

"Opt-Outs" shall mean and refer to all individuals who have elected to opt out of this settlement by following the procedures prescribed herein.

"Opt-out Date" is the deadline by which the Settlement Class Members must request to be excluded from the Settlement as described below.

“Parties” means the Plaintiffs and Defendants, as well as any other party or entity Defendants require to be released for purposes of this Settlement.

“Preliminary Approval Hearing” means the hearing at which the Court considers preliminary approval of this Settlement Agreement.

“Preliminary Approval Order” means the order(s) of the Court preliminarily approving the Settlement, as described in Paragraphs entitled “Joint Motion for Preliminary Approval” below.

“Related Parties” means Defendants (including all defendants named in the Second Litigation) and their past and present officers, directors, agents, designees, managers, servants, sureties, attorneys, accountants, employees, parents, associates, shareholders, general or limited partners or partnerships, parents, subsidiaries, divisions, affiliates, joint or co-venturers, insurers, and all of each of their predecessors or successors in interest, assigns, advisors, heirs, receivers, executors, trusts, or personal or legal representatives.

“Released Parties” means Defendants, all Related Parties, and Plaintiffs.

“Released Claims” means all claims arising from or relating to Defendant’s charges for accelerated rent or accelerated late fees during the Class Period, arising from or relating to Defendant’s compliance with FRLTA, arising from or relating to Defendant’s compliance with FCCPA, or all claims which could have been asserted in this action, as defined in Paragraph 6(1) on page 23 of this Agreement.

“Settlement” means the agreement reflected in this Settlement Agreement.

“Settlement Check” means any payment check issued by Claims Administrator to any Settlement Class Member.

“Settlement Class” means individuals or entities who were charged or pursued for Accelerated Rent or Accelerated Late Fees during the Class Period.

“Settlement Class Members” means the Settlement Class, excluding Opt-Outs.

“Trigger Date” means (i) the final day of the month in which such Settlement Class Member provided written notice of termination or abandonment as required by their residential lease; or (ii) if no such written notice was provided by Settlement Class Member, the final day of the last month in which such Settlement Class Member made payment of monthly rent in full as required by their residential lease.

#### **REQUIRED EVENTS**

Promptly after the execution of this Settlement Agreement by all of the undersigned:

1. Paradigm shall deposit \$300,000.00 into an interest-bearing money market account as security for the amounts being paid under this agreement. Paradigm may draw on the account to pay obligations under this agreement, but must replenish the account to the amount of \$300,000.00 if at any point the account balance drops below \$250,000.00. Paradigm agrees and warrants that it will not close the account or withdraw funds for its own use without a court order or written agreement of the parties. However, in no event shall any sum be required to be held in the account following the expiration of thirty (30) days after payment of attorney fees and costs agreed to under the terms of this agreement or awarded by the Court or the final approval of the settlement, whichever occurs later. If any monies remain in this account following the expiration of thirty (30) days after payment of relief to the Settlement Class,

claims administration fees, attorney's fees, costs, and other monies payable by Defendant under this settlement, Defendant shall be entitled to take possession of those monies within 30 days after the Effective Date of this settlement.

2. The Parties shall file a Joint Motion for Preliminary Approval and supporting brief notifying the Court that Plaintiffs and Defendants have reached a Settlement and requesting a Preliminary Approval Hearing.
3. As part of the Claims Administration, Defendants shall provide Class Counsel and the Settlement Administrator with the names and last known addresses of Settlement Class Members (the "Class List"), along with an affidavit or other certification attesting to the accuracy of said information available following a reasonable and diligent search of their records. This Class List shall only be accessible by Defendant, Class Counsel, and the Settlement Administrator, and shall only be used in connection with the administration of this settlement. The parties agree that this Class List contains personally identifying information for each class member, and shall take reasonable measures to keep the Class List confidential and protect this personally identifying information. Class Counsel may only use the Class List in connection with administration of the settlement, and may not use the Class List to solicit clients for other lawsuits or other purposes not related to administration of this settlement. The Class List may not be filed with the Court. Class counsel must keep the Class List confidential, and may not share it with third parties, including other law firms, marketing entities, or competitors of Defendant. Defendant is providing this list solely for the purpose of administering the settlement (e.g., sending notices and

processing claims). Class Counsel shall be permitted to keep one copy of this list for one year after the Final Judgment is entered, for the purpose of communicating with class members who may contact Class Counsel with questions regarding this case. After one year has elapsed from the date that the Final Judgment is entered, Class Counsel shall destroy all copies of the Class List and shall not maintain a copy.

4. Class Counsel and Defendants shall take all necessary steps to obtain preliminary approval of the Settlement by means of the "Joint Motion for Preliminary Approval" asking the Court to certify the Settlement Class and preliminarily approve the terms of the Settlement Agreement. Class Counsel and Defendants shall take any other necessary steps, subject to their ethical constraints, to obtain preliminary approval of the Settlement Agreement and, having done so, shall take all steps necessary consistent with this Settlement Agreement to obtain final approval of the Settlement and the dismissal with prejudice of the Litigation.

#### **SECTION 1: PRELIMINARY APPROVAL OF SETTLEMENT**

1. Within thirty (30) days of the Execution Date, the Parties agree to cooperate in the preparation, completion, and filing of a Joint Motion for Preliminary Approval of Class Action Settlement (the "Joint Motion for Preliminary Approval"), which among other things shall: (a) notify the Court that Plaintiffs and Defendants have reached this Settlement and shall be accompanied by a supporting brief; (b) request that the Court certify the Actual Damages Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(a) and 1.220(b)(3) and the Injunctive Relief Settlement Class pursuant to Florida Rule of Civil

Procedure 1.220(b)(2) and 1.220(b)(3); (c) request that the Court preliminarily approve the terms of this Settlement in a Preliminary Approval Order; (d) request that the Court approve the proposed Notice and use thereof as provided herein; (e) request the approval of the Representative Award; and (f) request a hearing on the Joint Motion for Preliminary Approval (the "Preliminary Approval Hearing") and Fairness Hearing; and (g) request court approval of the settlement administrator selected by the parties.

2. No later than five (5) business days prior to the Preliminary Approval Hearing, Plaintiffs and Defendants shall mutually agree on the substance and form of (a) such additional briefing as necessary to, *inter alia*, set forth the standard and evidence supporting certification of a settlement class pursuant to Florida Rule of Civil Procedure 1.220; (b) such additional briefing as necessary to establish the standard for granting preliminary approval; (c) the proposed Notice; and (d) the proposed Order Granting Preliminary Approval of Class Action Settlement.

3. Plaintiffs and Defendants shall take other necessary steps to obtain preliminary approval of this Settlement from the Court, and following such approval, shall continue to take steps consistent with the Settlement Agreement and any Court order to obtain a Final Order. If the Court fails to grant the Preliminary Approval Order (as hereinafter defined), Plaintiffs and Defendants agree to use reasonable efforts, consistent with this Settlement Agreement, to address any concerns identified by the Court preventing entry of the Preliminary Approval Order.

## **SECTION 2: JOINT MOTION FOR ENTRY OF FINAL ORDER**

1. Following entry of a Court order granting the Joint Motion for Preliminary Approval (the "Preliminary Approval Order") and the initial settlement administration of sending

notice to the class, and receipt of claim forms and opt-outs, Plaintiffs and Defendants shall file a Joint Motion for Entry of Final Order and Judgment Approving Settlement (the "Motion for Final Order") which among other things that may be required by the Preliminary Approval Order, shall request that the Court (a) dismiss the Litigation with prejudice (subject to the continuing jurisdiction to enforce the terms of this settlement as set forth herein); (b) require the dismissal of the Second Litigation with prejudice; (c) approve this Settlement Agreement; (d) certify the Actual Damages Settlement Class and Injunctive Relief Settlement Class, and (e) approve or set Plaintiff's Attorney's fees and Costs.

2. Plaintiffs and Defendants shall cooperate to undertake reasonable actions, consistent with this Settlement Agreement, to promptly obtain entry of the Final Order. If the Court fails to grant the Final Order, Plaintiffs and Defendants agree to use all reasonable efforts, consistent with this Settlement Agreement, to address any concerns identified by the Court preventing entry of the Final Order.

### **SECTION 3: FAIRNESS HEARING**

1. No later than ten (10) business days prior to the Fairness Hearing, Class Counsel shall file such additional briefing as necessary to, *inter alia*, notify the Court of any Objection (as hereinafter defined). No later than five (5) days prior to the Fairness Hearing, Defendants shall confirm to Plaintiffs and the Court that Claims Administrator mailed the Notice as required by the Settlement Agreement or as otherwise set forth in the Preliminary Approval Order. If as of the date of the Fairness Hearing, if there is no agreement on Attorneys' Fees and Costs, the Court shall set the amount of Class Counsel's fees and costs at the Fairness Hearing.

**2. Objections.** Any individual or entity who is a part of the Settlement Class and intends to object to the fairness, reasonableness, or adequacy of this Settlement (an "Objector") shall file a written objection with the Court, Defendants, and Class Counsel no later than forty-five (45) days following the Notice Date (the "Objection Deadline") stating: (a) their full name, address, and email address; (b) their objection to the Settlement and reasons therefore; and (c) whether they intend to appear at the Fairness Hearing on their own behalf or through legal counsel (each, an "Objection"). The Objection must be served on the Claims Administrator, who shall provide copies of each objection to Class Counsel and Defense Counsel with 7 days of receipt. The failure to file and serve an Objection by or before the Objection Deadline shall be deemed a waiver of the right to object to this Settlement and the Settlement Agreement, and to appear in any capacity at the Fairness Hearing. Defendants reserve all rights and defenses (and do not release any claims) with respect to any Objector.

**3. Exclusion.** Any individual or entity who is a part of the Settlement Class and intends to request exclusion from this Settlement shall send a written request for exclusion to the Claims Administrator no later than thirty (30) days following the Notice Date (the "Exclusion Deadline") stating: (a) their full name, address, and email address; and (b) that they wish to be excluded from the Settlement without condition or caveat (each, an "Exclusion Request"). Any individual or entity that so delivers an Exclusion Request (an "Opt-Out") shall (a) not be bound by the terms of this Settlement Agreement; (b) be deemed to have relinquished any and all rights to the benefits of this Settlement Agreement; (c) not release the Claims; and (d) not be entitled to file or serve an Objection or appear at the Preliminary Approval Hearing or Fairness Hearing. The failure to deliver

an Exclusion Request by or before the Exclusion Deadline shall be deemed a waiver of the right to be excluded from this Settlement. Defendants reserve all rights and defenses (and do not release any claims) with respect to any Opt-Out. The Claims Administrator shall provide a list of Opt-Outs to Class Counsel and defense counsel within (5) days of the deadline for serving Opt-Outs.

#### **SECTION 4: SETTLEMENT TERMS**

**1. Settlement Class.** The Parties agree, for purposes of this Settlement only, that the two subclasses defined below meet the requirements for class certification pursuant to Florida Rule of Civil Procedure 1.220:

Actual Damages (per Fla.R.Civ.P. 1.220(b)(3) and 1.220(b)(2)):

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who received a notice demanding payment of accelerated late fees and/or accelerated rent and who did make payment to Defendants following such notice within the Class Period (the "Actual Damages Settlement Class").

Injunctive Relief (per Fla.R.Civ.P. 1.220(b)(3) and 1.220(b)(2)):

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who, within the Class Period, received a notice demanding payment of accelerated late fees and/or accelerated rent and who did not make payment to Defendants (the "Injunctive Relief Settlement Class").

**2. Relief to Actual Damages Settlement Class.** Any individual or entity satisfying the criteria for the Actual Damages Settlement Class who returns a Claim Form by or before the Claim Form Return Deadline (as hereinafter defined) shall receive a refund of any amount paid by such individual or entity that is applicable to a period following the Damages Period, calculated and allocated as provided below. Additionally, any

individual or entity who satisfies the criteria for the Actual Damages Settlement Class and returns a Claim Form shall be entitled to waiver and cancellation of any outstanding balance for accelerated rent and accelerated late fees, although no other outstanding charges will be waived under this Settlement.

- a. **Damages Period.** Damages Period shall be (i) a period of two (2) months following the Trigger Date, if such Settlement Class Member provided notice of termination or abandonment as required by their residential lease; or (ii) a period of three (3) months following the Trigger Date, if such Settlement Class Member failed to provide written notice of termination or abandonment as required by their residential lease.
- b. **Calculation of Damages.** To determine the amount of relief (if any) due to Settlement Class Member, any sums actually paid by such Settlement Class Member (or a Related Settlement Class Member, as hereinafter defined) pursuant to the related underlying residential lease shall be applied as follows: first, to past due rent associated with a period prior to the Trigger Date; second, to any unpaid utility charges incurred and paid by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; third, to charges associated with damage to the unit incurred and paid for by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; fourth, to refund any accelerated late fee actually paid; and fifth, to refund any accelerated rent amount actually paid.
- c. **Credit Clearance** – Within 45 days of final approval, to the extent that the class member's account has been subject to credit reporting either by the

Defendant or by a third party, the Defendant shall take all steps necessary to request deletion or modification of the credit reporting trade-line to remove or delete all credit reporting for accelerated rent and/or accelerated late fees consistent with the relief given to the injunctive relief settlement class. No other credit reporting shall be deleted or removed under this Settlement.

**3. Relief to Injunctive Relief Settlement Class.** The Injunctive Relief Settlement Class shall not be entitled to any monetary compensation. However, Defendants agree to (a) revise residential leases used at all Class Property to remove language regarding the charging and collection of accelerated late fees and/or accelerated rent, except as permitted by applicable law; (b) discontinue the practice of assessing or otherwise charging residential tenants at all Class Property accelerated late fees and/or accelerated rent, except as permitted by applicable law; (c) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated late fee amount associated with a period following the Damages Period; (d) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated rent amount associated with a period following the Damages Period; and (e) cease all attempts to collect (and to cease any ongoing collection efforts for) any outstanding balance for all accelerated rent and accelerated late fees for all class members, except that Defendant reserves the right to assert these amounts in any individual or class action suit brought against it. The Injunctive Relief provided for herein applies to all class members of all class properties.

4. **Miscellaneous.** Each Settlement Class Member shall be responsible for complying with all applicable law regarding the reporting of any monetary compensation or debt relief received pursuant to this Settlement, in accordance with the requirements of the Internal Revenue Service and any applicable state tax law. Further, each Settlement Class Member shall be solely responsible for all taxes, interest, penalties, and/or liens, whether known or unknown, associated with any monetary payment or debt relief received pursuant to this Settlement.

#### **SECTION 5: SETTLEMENT CLAIMS AND CLAIM ADMINISTRATION**

1. Claim Administration. The Notice, in a form approved by the Court, shall be sent to the Settlement Class via first class mail by the Claims Administrator. The Notice shall describe the two subclasses in this Settlement: (1) an actual damages class, for whom this is a “claims made” settlement with respect the refund of accelerated rent and accelerated late fees to the subclass members, and (2) an “injunctive relief” class, for whom all injunctive relief required by this Settlement shall automatically be provided without the need for any action by the Class Member. If this Settlement is approved by the Court, a third-party claims administrator shall be retained to process and administer the Settlement.

2. The parties shall mutually select and retain the Claims Administrator to perform such actions as authorized in this Settlement Agreement and/or Final Order (the “Claims Administrator”), provided however that in the event of a conflict Defendant (who is paying the reasonable costs of the Claims Administrator) shall have the ultimate right to select the Claims Administrator.

3. Notwithstanding the foregoing, but pursuant to this Settlement Agreement and/or the Final Order, such Claims Administrator shall be responsible for (a) delivering the Notice; (b) keeping accurate records to implement the terms and conditions of this Settlement; and (c) following instruction, as provided herein, related to Settlement Checks. All reasonable costs and expenses incurred for settlement administration shall be the responsibility of the Defendants.

**Notice.** Claims Administrator shall process and place in the mail for delivery the Notice to each of the subclasses. The Claims Administrator shall also provide the Claim Form to members of the “actual damages” subclass. No later than twenty (20) days following entry of the Preliminary Approval Order, Defendants shall provide the names and last known addresses of the Settlement Class to the Claims Administrator, and Class counsel. Such information shall be used by Claims Administrator to process and mail a Notice to the Settlement Class. Each Notice shall be sent via U.S. Mail within fifteen (15) days of the date on which Defendants provide name and address information to Claims Administrator. The Settlement Administrator shall utilize data provided by the Defendants and shall review the address data, check addresses for validity, eliminate duplications, and process the addresses through the National Change of Address database or similar database for the purpose of updating the addresses as necessary.

The Settlement Claims Administrator shall also provide a copy of the Notice and/or a Claim form to anyone who requests the Notice or Claim form.

4. **Deadline to deliver Claim Form.** Claim Forms must be returned to Claims Administrator within sixty (60) days of the Notice Date (the “Claim Form Return Deadline”). Each “Actual Damages” subclass Member who fails to strictly comply with the

Settlement, the Settlement Agreement, and the Notice, including but not limited to the failure to deliver a Claim Form by the Claim Form Return Deadline, shall receive the benefits provided to the “injunctive relief” class, but shall forever and completely waive, release, and discharge Defendants and Related Parties of and from the Released Claims

**5. Returned Notices or Claim Forms.**

**Returned Notice.** In the event any Notice is returned to Claims Administrator as ‘Undeliverable’ (or ‘Wrong Address’ or the equivalent), the settlement administrator shall make reasonable efforts to locate a current address through a National Change of Address Database, Probe 260, or the Lexis/Nexis Accurint search service and, if an updated address is available, shall use such addresses in re-mailing the Notice. If no such updated address is available, Class Counsel and the Settlement Administrator shall be under no further obligation to attempt to provide the Notice to the Settlement Class Member in question.

**a. Claim Form.** In the event a Claim Form is received by Claims Administrator by or before the Claim Form Return Deadline, Claims Administrator shall notify Class Counsel and Defendants. Claims Administrator, Class Counsel, and Defendants shall work together to develop a timeline and procedure for processing Claim Forms. Within a reasonable time of receiving notice of a Claim Form, Defendants shall: (i) review the Claim Form; (ii) review the residential lease and ledger related to the actual damages subclass member; and (iii) provide direction to Claims Administrator with copy to Class Counsel regarding any payment due pursuant to this Settlement Agreement. Within 90 days after the Court has granted

Final Approval of this settlement, the Claims Administrator shall issue a Settlement Check to each such member "Actual Damages" subclass, as directed.

**i. Claim Forms Bind Related Settlement Class Members.** In the event any Claim Form is returned to Claims Administrator by or before the Claim Form Return Deadline, such Claim Form shall be deemed received and returned for (and be binding upon) any Related Settlement Class Member (as hereinafter defined). For purposes of this Settlement Agreement, Related Settlement Class Member shall mean (i) for a Claim Form returned by a former tenant, any individual(s) who guaranteed the performance of such former tenant under the related residential lease; and (ii) for a Claim Form returned by any guarantor, any individual who was named as a tenant on the related residential lease for which such guarantor served as guarantor. For purposes of clarification: Resident A was named as a tenant on a residential lease and Guarantor B was named as guarantor for performance under the same. Guarantor B returns a Claim Form by or before the Claim Form Return Deadline (or Claims Administrator receives a Claim Form from Guarantor B before receiving anything from Resident A). The claim for Resident A **and** Guarantor B shall be deemed elected and received. Claims Administrator shall be required to issue payment as provided herein, made to the order of both Resident A and Guarantor B, to the address of the Settlement Class Member that first returned a Claim Form. Defendants shall be deemed to have satisfied any and all obligations

under this Settlement Agreement and/or Final Order and both Resident A and Guarantor B shall be deemed to have waived, released, or otherwise discharged the Released Claims as provided herein.

ii. **Contradictory Responses to Notice.** In the event a Settlement Class Member returns a Claim Form by or before the Claim Form Deadline and a Related Settlement Class Member elected or elects to be an Opt-Out, the Court shall decide which governs, the Claim Form or the Opt-Out. Under no circumstances shall Class Members be permitted to both Opt Out and be entitled to submit a Claim Form for the same claim.

b. The Claims Administrator shall timely notify Class Counsel and defense counsel of all Opt-Outs within 5 days of the deadline for Opt-Outs. However, Class Counsel shall not be permitted to solicit or otherwise contact Opt-Outs for the purposes of representing them in this or future litigation relating to the claims made in this lawsuit or the related *Crabtree* lawsuit. Class Counsel shall not be permitted to represent any of the Opt-Outs in connection with this settlement. Class Counsel shall be provided a report of all opt-outs, objections, or other inquiries by class members and maintain the right to audit any Claim Forms and the remedy provided to such Settlement Class Member within 30 days of receipt of this report. Class counsel shall not utilize any such Opt-Out list for soliciting clients, but nothing in this agreement shall operate to limit the practice of any attorney under applicable Florida Bar Rules, including FBR 4-5.6. This agreement shall not prohibit the

future practice of law as to any client by any Class Counsel, pursuant to Florida Bar Rule 4-5.6.

**c. Period for Negotiation of Settlement Check.** The Settlement Class Members who return a Claim Form by or before the Claim Form Return Deadline shall be provided sixty (60) days from the date on which the Settlement Check is placed in the mail for delivery by Claim Administrator, to endorse and deposit the same with a banking institution (the "Settlement Deposit Deadline"). Following the Settlement Deposit Deadline, such Settlement Check shall be void and of no further force and effect. The Notice shall provide notice of the Settlement Deposit Deadline. Any Settlement Class Member (and any Related Settlement Class Member) who fails to endorse and deposit any Settlement Check by or before the Settlement Deposit Deadline shall forever and completely waive, release, and discharge Defendants and Related Parties of the Released Claims.

**d. Miscellaneous.** Defendants shall pay the costs of the administration of this Settlement through the Claims Administrator. Claims Administrator and Defendants shall work together to make settlement funds available for the issuance of Settlement Checks. No benefits shall be awarded pursuant to this Settlement Agreement until the Effective Date. If this Settlement Agreement is not approved by the Court, no benefits or distributions of any kind shall be made pursuant to this Settlement Agreement, except the costs of notice and administration actually incurred.

## **SECTION 6: RELEASE AND DISMISSAL: JURISDICTION OF COURT**

### **1. Plaintiffs and Settlement Class Members Release and Covenant Not to Sue.**

Upon the Effective Date, Plaintiffs and all Settlement Class Members (and their respective heirs, executors, estates, predecessors and successors, assigns, agents, and representatives) shall forever jointly and/or severally release, remise, acquit, satisfy, waive, and forever discharge Defendants and the Related Parties from: (A) any and all actions, causes, claims, causes of action, or damages asserted in this lawsuit or otherwise arising from the imposition and collection of accelerated rent and/or accelerated late fees by the Defendants, or which could have been asserted in the Litigation (or Second Litigation) or that arise out of or are related to the Claims; (B) any and all liability and any and all actions, causes, claims, causes of action, or damages asserted or which could have been asserted in the Litigation (or Second Litigation) arising out of or relating to the Claims; (C) any and all actual or statutory damages and any and all actions, causes, claims, and causes of action asserted or which could have been asserted in the Litigation (or Second Litigation) arising under the FCCPA and FRLTA, or any other statute or the common law, in connection with the assessment or collection of accelerated rent or accelerated late fees; and (D) any and all actions, causes, claims, causes of action, or damages under the FCCPA and FRLTA, or any other statute or the common law, related to the Claims, whether known or unknown (collectively, the "Released Claims"). Plaintiffs and Settlement Class Members shall be forever barred and enjoined from instituting or prosecuting in any court, forum, or tribunal, either directly or indirectly, individually or representatively, any and all of the Released Claims against Defendants and Related Parties. Upon the Effective Date, Plaintiffs shall dismiss or cause the dismissal with

prejudice of the Litigation and Second Litigation, although the Court may retain jurisdiction over the Litigation to conduct a hearing on the Attorneys' Fees and/or Costs or enforce the terms and conditions of this Settlement Agreement.

**2. Defendants Covenant Not to Sue or Collect.** Upon the Effective Date, Defendants and Related Parties (and their respective heirs, executors, estates, predecessors and successors, assigns, agents, and representatives) shall agree to immediately stop attempting to collect or pursue recovery of monies Defendants believe are owed by Class Members for accelerated rent and accelerated late fees. Defendants and Related Parties agree to advise all collection agents acting on their behalf to immediately cease collection efforts for accelerated rent and accelerated late fees. This provision does not apply to any individual or entity who submits an Objection or Exclusion Request as required by this Settlement Agreement (that is also not deemed a Settlement Class Member pursuant to Section 4(b)(ii) hereof). This provision shall also not apply in any case in which a Class Member files a lawsuit against Defendants and Related Parties; in such a case, Defendant shall be permitted to assert monies Defendant believes are owed by the Class Member who filed the lawsuit as a counterclaim, setoff, or other defense.

**3. Effect of this Settlement Agreement.** Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy for all Released Claims; (b) the Released Parties shall not be subject to liability or expense of any kind other than obligations set forth herein; and (c) Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, continuing, or prosecuting any and all claims of or causes of action associated with or related to the Released Claims in any federal or

state court or tribunal. Nothing in this Section 6.3 is intended to limit the generality of the releases and covenants not to sue set forth above. It is the purpose and intent of this Settlement Agreement that all claims, actions, and causes of action by Plaintiffs and Settlement Class Members set forth in the Litigation (and the Second Litigation) be forever barred. The doctrines of *res judicata* and collateral estoppel shall apply to all issues of law and fact in the Litigation, the Second Litigation, the Claims, the Released Claims, and this Settlement Agreement.

#### **SECTION 7: EFFECT OF REJECTION, CANCELLATION, OR TERMINATION**

In the event (a) the Court does not enter the Preliminary Approval Order or the Final Order; or (b) the Settlement does not become final for any reason, and the Parties, in their sole and unfettered discretion following reasonable efforts, do not agree in writing to modify this Settlement Agreement and the settlement as modified is not consummated, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be vacated *nunc pro tunc*. In such a case, Plaintiffs and Defendants shall proceed in all respects as if this Settlement Agreement had not been executed (subject to the provisions that survive such termination) and the Parties shall in no way be prejudiced in prosecuting or defending the Litigation (or Second Litigation). In the event an appeal is filed from the Final Order, or any other appellate review is sought prior to the Effective Date, other than an appeal of award of any attorney fees, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. The foregoing shall not, however, terminate the surviving restrictions and prohibitions set forth in this Settlement Agreement.

## **SECTION 8: SETTLEMENT NOT EVIDENCE**

1. This Settlement Agreement is not a concession or admission and shall not be used against Plaintiffs, Defendants, or any of the related Parties as an admission or indication with respect to any claim of fault, concession, or omission. This Settlement Agreement, including all exhibits, documents, instruments, data, statements, records, or other information delivered or shared pursuant to the same, are not intended to be and shall not be construed as or deemed to be evidence of admission or concession by Defendants or any of the Related Parties of any liability or wrongdoing or of the truth of any allegations in the Litigation or Second Litigation, and none of the same shall be admissible in evidence for any purpose in this or any other proceeding, including the Second Litigation. Defendants, the Related Parties, and the Released Parties deny any and all charges alleged in the Litigation and Second Litigation. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding, or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as, received as, or deemed to be, evidence for any purpose, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (b) disclosed or referred to for any purpose, or offered or received in evidence, in any further proceeding in the Litigation (or Second Litigation), or any other civil, criminal, or administrative action or proceeding against Defendants, the Related Parties, or the Released Parties except for purposes of settling this Litigation (or Second Litigation) pursuant to this Settlement Agreement. The foregoing shall survive

any failure to obtain approval, dismissal, termination, or other cancellation of this Settlement and Settlement Agreement, and is a material inducement to Defendants (and the Related Parties) in entering into and agreeing to this terms and conditions of this Settlement Agreement.

**SECTION 9: LEGAL FEES & COSTS; REPRESENTATIVE AWARD**

1. **Plaintiffs Attorney Fees and Costs.** Defendants agree to the entitlement of Plaintiffs to recover reasonable Attorneys' Fees and Costs, in a sum to be determined by the mutual agreement of the Parties or by the Court. Plaintiffs and Defendants acknowledge and agree that any hearing on Attorneys' Fees and Costs shall be scheduled to occur before or at the Fairness Hearing. The parties agree that Class Counsel shall not be entitled to recover fees and/or costs for work done solely on Count II of the Second Amended Complaint, or the Second Litigation. Defendants shall have no liability or other responsibility for the allocation of attorneys' fees, expenses, and costs among and between Class Counsel. Defendants' payment as provided in this Section 9 shall constitute full satisfaction of Defendants' obligation to pay any person, attorney, or law firm for attorneys' fees, legal expenses, and other costs incurred on behalf of any party other than the Defendants in the Litigation, the Second Litigation, and this Settlement, and shall relieve Defendants and the Related Parties (including those defendants identified in the Second Litigation) of any other claims or liability to any other attorney or law firm or person for any attorneys' fees, legal expenses, and other costs to which any of them may claim to be entitled on behalf of the Plaintiffs and any Settlement Class Member in any way related to the Litigation, the Second Litigation, or the Released Claims. In the event that any dispute arises relating to the allocation of the attorneys' fees,

legal expenses, and other costs or any allocation of the Representative Award, Class Counsel and Plaintiffs shall hold Defendants, the Related Parties, and the Released Parties harmless from any and all liabilities, costs, and expenses relating to such dispute, including any attorney fees and costs incurred by in connection with the same.

**2. Representative Award.** Plaintiffs shall be paid by Defendants, within thirty (30) days of the Effective Date, a sum of \$5,000.00 each. This payment shall be made through Class Counsel (Robert Churchill) and be distributed by Class Counsel to Plaintiffs.

#### **SECTION 10: REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Plaintiffs and Defendants have fully discussed the terms and meaning of this Settlement Agreement with their respective attorneys and fully understand all of the provisions and effects hereof. Class Counsel, who are signatories hereto, represent and warrant that they have the authority, on behalf of Settlement Class Members through the Class Representatives, to execute, deliver, and perform this Settlement Agreement and to consummate the terms and conditions herein. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation. The execution, delivery, and performance of this Settlement Agreement and the consummation hereof have been duly authorized by all necessary corporate action on behalf of Defendants. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes a legal, valid, and binding obligation.

#### **SECTION 11: MISCELLANEOUS PROVISIONS**

**1. Best Efforts.** The Parties shall cooperate fully and shall use best efforts to obtain approval of this Settlement by the Court.

**2. Arm's Length Transaction.** The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length. If (a) any Party petitions the Court for a modification, addition, or amendment of any term or condition; or (b) the Court on request of any person or *sua sponte* materially modifies, adds to, or alters any or all of the terms or conditions of this Settlement Agreement, then either Defendants or the Representative Plaintiffs shall have the right to terminate this Settlement Agreement and declare it to be of no further effect by filing with the Court (and holding a hearing on) a notice of withdrawal from the Settlement no later than ten (10) days after the rendition of any written order or final written statement of the Court modifying, adding to, or altering any or all of the terms, conditions or exhibits of this Settlement Agreement.

**3. Class Counsel Prohibited from Representation and Referral.** Class Counsel shall be prohibited soliciting or facilitating the referral or representation of any Settlement Class Member (except Plaintiffs) for any litigation or claims other than the claims alleged in this lawsuit, and Class Counsel shall be prohibited from representing (or facilitating the referral or representation) of any individual or entity electing to object to this Settlement or Opt-outs who elect to be excluded from this Settlement, in this Litigation, in the Second Litigation, or in any other claim or cause of action related to the Claims covered by the Second Amended Compliant.

**4. Entire Agreement; Waiver, Execution, Modification, Amendment.** No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants expressly set forth herein. The Parties each covenant and warrant that they have not relied upon any promise, representation, or undertaking not set forth in writing herein. This Settlement Agreement constitutes the entire

agreement between the Parties with regard to the subject matter contained herein and shall serve to cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement, and all prior negotiations and understandings between the Parties shall be deemed merged into this Settlement Agreement as of the Execution Date. No waiver, modification, or amendment of the terms of this Settlement Agreement, other than extensions of time agreed to by the Parties, made before or after Court approval hereof, shall be valid or binding unless in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment. Unless the Court orders that such a waiver, modification, or amendment of the terms of this Settlement Agreement materially affects the rights of the Settlement Class Members, no subsequent notice shall be required. Transmission of a signed Settlement Agreement by telefacsimile or electronic mail shall constitute receipt of an original signed Settlement Agreement.

**5. Notice to Parties.** All applications for Court approval or Court orders required or permitted under this Settlement Agreement shall be made with the required notice to all Parties. Except as otherwise set forth herein, whenever this Settlement Agreement requires or contemplates that the Parties, or any of them, shall or may give notice or provide any other documentation to the other, notice and/or documents shall be provided as follows: If to Plaintiffs or Settlement Class Members: David H. Abrams, P.O. Box 568587, Orlando, Florida 32856 (850) 224-7653 email: David@dhabramslaw.com. If to Defendants: Frank Zacherl, Esq., Shutts & Bowen, LLP, 200 S. Biscayne Blvd Suite 4100, Miami, FL 33131.

**6. Captions/Headings.** The captions, headings, or subheadings of sections or paragraphs expressed in this Settlement Agreement have been inserted for purposes of convenience of reference only and shall have no effect upon the construction or interpretation of this Settlement Agreement.

7. **Computation of Time; Determining Dates of Mailing.** All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement (or order of the Court), the day of the act or default from which the designated period of time begins to run shall not be included and the last day of such period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday of the State of Florida, or, when the act to be done is the filing of a paper in or with the Court, a day in which weather or other conditions has closed the office of the Clerk of the Court, in which event the period shall run until the end of the next business day (or day in which the office of the Clerk of Court is open). The Parties reserve the right, subject to Court approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement so long as such extension of time do not expand the rights of the Settlement Class as negotiated and set forth herein. To determine when any notice or claim was placed in the mail for delivery, unless there is another means provided in this Settlement Agreement, the date of the postmark included on such notice or claim shall be deemed the date on which such notice or claim is or was placed in the mail for delivery; however, in the event no such postmark is included on the notice or claim (or is illegible), then the date of postmark date shall be deemed three (3) days prior to the date on which said notice or claim was actually received by the appropriate receiving party.

8. **Counterparts.** This Settlement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

9. **Severability.** Any provision, paragraph, article, or other portion of this Settlement Agreement (except releases) that is prohibited, or unenforceable or is found to be void, will not invalidate any of the remaining portions of this Settlement Agreement.

10. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida, without giving effect to any of its conflict of law provisions. Any legal action or proceeding arising out of or related to this Settlement Agreement shall be brought only in the Leon County Circuit Court (as contemplated herein with regards to retention of jurisdiction).

11. **Attorneys' Fees and Costs.** Except as specifically provided in this Settlement Agreement, the Parties shall each bear their own respective attorneys' fees and legal costs, including taxable court costs, incurred with regards to the Litigation, the Second Litigation, the preparation and execution of this Settlement Agreement, and the approval, administration, and processing of the terms and conditions of this Settlement Agreement.

12. **Joint Participation.** Each Party participated jointly in the drafting of this Settlement Agreement, and therefore the terms of this Settlement Agreement are not intended to be construed against any Plaintiff or Defendant by virtue of draftsmanship. Each of the Parties was represented by competent and effective counsel throughout the course of negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties.

13. **Stipulation to Abate Pending Hearings.** The Parties agree, but only as the Court may permit, to hold all proceedings in the Litigation and Second Litigation, except such proceedings as may be necessary to implement and complete the Settlement Agreement, in abeyance without prejudice to either party, pending the Preliminary Approval and Fairness Hearings to be conducted by the Court.

14. **Strict Performance; No Waiver.** Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement,

and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES APPEAR ON FOLLOWING PAGE]<sup>1</sup>**

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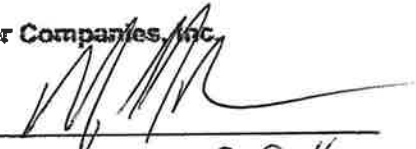
<sup>1</sup> There is a strong preference against break away signature pages for Defendants, so this issue will be fixed on the final form of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties and their respective counsel have set their respective hands and seals as of the date(s) indicated on the lines below:


I HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO AND APPROVE THE TERMS AND CONDITIONS OF THIS SETTLEMENT AGREEMENT:

DEFENDANTS:

The Collier Companies, Inc.

By:   
Print Name: Nathan S. Collier  
Title: President  
Dated: 9/8/25

Paradigm Properties Management Team, Inc.


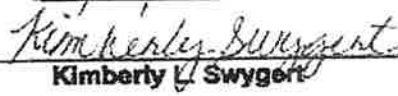
By:   
Print Name: Michael Rosenblatt  
Title: President  
Dated: 9/8/25

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

AS TO FORM:


SHUTTS & BOWEN, LLP

PLAINTIFFS:

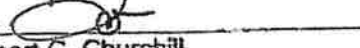
By:   
Armanji Raji  
Dated: 8/28/2025  
By:   
Kimberly Swygert  
Dated: 8/28/2025

AS TO FORM:

LAW OFFICE OF DAVID H. ABRAMS

By:   
David H. Abrams  
E-Mail: david@dhabramslaw.com  
Post Office Box 568587  
Orlando, Florida 32856  
Telephone: (850) 224-7653  
Counsel for Plaintiff  
Dated: 9/2/2025

CHURCHILL LAW GROUP

By:   
Robert G. Churchill  
E-Mail: Robert@ChurchillLawGroup.com  
Post Office Box 5122  
Tallahassee, Florida 32314  
Telephone: (850) 668-6700  
Counsel for Plaintiff  
Dated: 8/30/2025

By: \_\_\_\_\_  
Frank Zacherl  
E-Mail: fzacherl@shutts.com  
200 S. Biscayne Blvd, Suite 4100  
Miami, Florida 33131  
Telephone: 305 358 6300  
Counsel for Defendants  
Dated: \_\_\_\_\_

Brooks, LeBoeuf, Foster & Gwartney

By:   
Dean LeBoeuf  
E-Mail: Dean@toomuchastake.com  
909 East Park Ave.  
Tallahassee, Florida 32301  
Telephone: (850) 222-2000  
Counsel for Plaintiff  
Dated: 8/30/2025