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

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

CASE NO.: 2025-CA-001302-O

Plaintiff,

v.

SPM of Alabama, LLC,

Defendant.
______________________________________/

ORDER APPROVING PROPOSED CLASS ACTION SETTLEMENT

THIS CAUSE came before the Court on the Unopposed Motion filed by Plaintiff Amy Kunce, individually and on behalf of a class of persons similarly situated ("Plaintiff" or "Class Representative"), and Defendant SPM of Alabama ("Defendant") (collectively Plaintiff and Defendant are "the Parties"), seeking an Order granting final approval to the class action Settlement Agreement between the Parties. The Court has reviewed the filings of the Parties in support of final approval, considered the discussion of counsel, and is otherwise advised in the premises. The Court will discuss the process involved and make the following findings of the facts and conclusions of law regarding Final Approval of this proposed class action Settlement Agreement:

I. FINDINGS OF FACT

Plaintiff is a natural person, resident of Florida, and citizen of Florida, who was a former tenant of Defendant and paid a security deposit to Defendant as part her tenancy. Defendant is an Alabama limited liability company with a principal place of business in Brandon, Florida. Defendant manage and own residential units throughout the Florida, and in this county.

In this lawsuit, Plaintiff alleges that it is Defendant's business practices to (1) prematurely take possession of tenants' security deposit without providing tenants a chance to object to the claim within the 15-day objection period, and (2) send a legally sufficient certified mail notice letter within 30 days of moving out when Defendant seeks to impose a claim on the deposit.

Plaintiff alleges those practices are a violation of the Florida Residential Landlord Tenant Act, and the Florida Consumer Collection Practices Act.

Defendant denies any and all wrongdoing. Defendant also claims that members of the Settlement Class still owe Defendant amounts due for damages, fees and costs associated with their Leases.

SETTLEMENT TERMS

Under the Settlement Agreement, the Defendant agreed not to oppose certification of a Settlement Class defined as:

All persons in Florida who signed a lease with Defendant and paid a security deposit from February 2021 through December 2025

Monetary Relief: As for monetary relief, Defendant will pay each Settlement Class member, who does not opt out of the settlement and Class Action, and fills out a valid and timely Online Claim Form a Settlement Payment of 80% of their security deposit paid to Defendant, which the parties stipulate equates to $139,153.60, and under no circumstances shall Defendant be responsible for paying more than $139,153.60 with respect to this component of the settlement.

Debt Relief: Defendant has agreed to Debt Relief Benefits, bringing all Clas Members outstanding balances to $0, including those accounts that have been sent to a debt collector.

Class Representative Incentive Award: Plaintiff shall receive a payment separate from her damages from the class action settlement in the amount of $5,000 for their efforts as class representatives.

Attorney Fees and Expenses: Plaintiff and the Class have been represented by Consumer Law Advocate, PLLC in this matter. Defendant has agreed to pay Class Counsel a total of $75,000. This amount is paid separate from the Class recovery and is not deducted from the Class recover.

II. CLASS NOTICE, OPT-OUTS and OBJECTIONS

On March 17, 2026, this Judge Patricia Strowbridge granted Preliminary Approval to this proposed Settlement. In the Court's Preliminary Approval Order, the Court approved the form, substance, and requirements of the Notice of Settlement (the "Notice"). The class consists of 680 class members. Notice to the Class was sent pursuant to the Court's Order, and re- mailings were accomplished in an attempt to find all Class Members. *See* **Exhibit 1 of Plaintiff's Memorandum of Law in Support of Plaintiff's Motion for Final Approval** (Declaration of American Legal Claims). As of the opt-out deadline of July 10, 2026, zero class member opted out of the Settlement. *Id.* The objection deadline for the class was July 10, 2026. As of that date, zero class member filed an objection to the terms of the Settlement. *Id.* The Court notes that no objections have been filed in the record as of the date of the Final Fairness Hearing.

III. **<u>CONCLUSIONS OF LAW REGARDING THE FAIRNESS OF THE SETTLEMENT TERMS</u>.**

To approve a class action settlement, the trial court must find that the agreement was fair, reasonable, and adequate. *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 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)).

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. The Settlement provides a significant benefit to all Class Members. Given the timing and legal obstacles if this case were litigated to a final conclusion, and the perils of maintaining an action through a final judgment or appeal, this Court finds that the Settlement provides 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. As a result, the relief provided herein appears fair, adequate and reasonable.

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

In addition to finding that the terms of the proposed Settlement are fair, reasonable, and adequate, the Court must also 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 Ins. Co.*, 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 make it clear that the mediation process through which the settlement was achieved was independent and fair. *Miller*, 559 F.2d at 429. Accordingly, 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 Representative Plaintiff and the Class Members.

The Parties also agreed that Plaintiff, in addition to their recovery as a Member of the Class, will receive $5,000 as a class representative incentive award. The Court finds the award reasonable and comparable to incentive awards in similar actions.

Finally, the Parties negotiated through the Settlement Agreement agreed that Defendant shall pay $75,000 in attorneys fees (collectively "Attorney Fee Award") for Class Counsel's fees and litigation costs. This Court finds that the stipulated Attorney Fee Award to Class Counsel is fair and reasonable compensation to Class Counsel in accordance with the holding of the Florida Supreme Court in *Kuhnlein v. Department of Revenue*, 662 So.2d 309 (Fla. 1995); and *Florida*

Patients Compensation Fund v. Roe, 472 So.2d 1145 (Fla. 1987), and the criteria set forth under Rule 4-1.5, Rules of Professional Conduct, Rules Regulating the Florida Bar.

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

1. The Settlement Agreement is hereby APPROVED, RATIFIED, and ADOPTED as an Order of this Court. The Parties are ordered and directed to comply with the terms and provisions of the Settlement Agreement.

2. Without limiting any term of the Settlement Agreement, including the release of claims, it is hereby ordered and adjudged that the terms of the Settlement Agreement and of this Final Order and Judgment shall forever be binding upon, and shall have *res judicata* and preclusive effect, in any and all pending and future lawsuits maintained by the Representative Plaintiff and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns.

3. Defendant or its representative shall disburse the Settlement Proceeds to the Settlement Class Members in accordance with the provisions of the Settlement Agreement.

4. Defendant shall bring all class members outstanding balances to $0, and inform any debt collectors that the account shall be closed and deemed to be $0.

5. In accordance with the Settlement Agreement, Defendant shall remit the Class Representative Incentive Award monies to Plaintiff and Attorney Fees and Costs to Class Counsel as provided in the Settlement Agreement.

6. Defendant shall pay the class administrator in accordance with the terms of the Settlement Agreement.

7. The Court RETAINS jurisdiction over all matters related to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement and Final Order and Judgment.

8. The entire captioned action is hereby DISMISSED with PREJUDICE and Final Order and Judgment is hereby ENTERED.

DONE AND ORDERED in Orlando, Orange County, Florida on the date of electronic signature.

08/10/2026 15:10:48
2025-CA-001302-O

eSigned by John Beamer 08/10/2026 15:10:48 2Kxj-Zsu

JOHN D.W. BEAMER
CIRCUIT JUDGE

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

Electronic Service List
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