

Chiodini v BH Management Services
c/o Settlement Administrator
PO Box 23489
Jacksonville, FL 32241

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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

Douglas Chiodini v. BH Management Services, LLC
(Case No. 6:23-cv-147-CEM-DCI)

IMPORTANT CLASS ACTION NOTICE

**A court authorized this notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

Why Are You Receiving This Notice?

You are receiving this notice because you are eligible for a cash payment and/or balance debt relief because of the settlement of a class action lawsuit involving a security deposit that you paid at a property managed by BH Management Services, LLC (“BH Management”). Plaintiff Douglas Chiodini (“Plaintiff”) filed a putative class action for alleged violations of Florida Statute § 83.49, the Florida Residential Landlord Tenant Act (“FRLTA”) and Florida Consumer Collections Practices Act, Fla. Stat. §559.55 *et seq.* (“FCCPA”). Plaintiff and BH Management conducted discovery and identified you as a person who is a member of this class action and is entitled to financial compensation.

What Is a Class Action?

A class action is a kind of lawsuit. In a class action, the rights of a large group of people are decided in one court proceeding. Representative plaintiffs known as “class representatives” assert claims on behalf of the entire group, or “class.”

What Is this Class Action About?

Plaintiff Douglas Chiodini (“Plaintiff”) filed a putative class action for alleged violations of Florida Statute § 83.49, the Florida Residential Landlord Tenant Act (“FRLTA”) and Florida Consumer Collections Practices Act, Fla. Stat. §559.55 *et seq.* (“FCCPA”). Plaintiff alleges that the notice of withholding some or all of your security deposit prepared and sent to you failed to comply with FRLTA. Defendant strongly disagrees that its practices failed to comply with FRLTA or the FCCPA, but has agreed to resolve this matter to avoid the time and expense of litigation. The Plaintiff and Defendant agreed to settle these claims in a Class Action Settlement for the monetary and non-monetary benefits and releases set forth in the Settlement Agreement. All Class Members will release BH Management from all liability from the claims in the lawsuit. BH Management will release the Class Members from damages or amounts owed up to any amounts returned to Class Members pursuant to this Settlement Agreement, but not additional amounts that may be owed.

Who Is in the Settlement Class?

You are in the Settlement Class in the Action if you either of the following criteria:

The Security Deposit Class: All persons in the State of Florida who (1) leased a dwelling unit in a property managed by BH Management; (2) did not receive a Fla. Stat. §83.49(3)(a) compliant notice letter; (3) had any portion of their security deposit retained; and (4) do not owe an alleged balance to BH Management or to the property owner.

The Security Deposit Balance Class: All persons in the State of Florida who (1) leased a dwelling unit in a property managed by BH Management; (2) did not receive a Fla. Stat. §83.49(3)(a) compliant notice letter; (3) had any portion of their security deposit retained; and (4) allegedly owe a balance to BH Management or to the property owner.

Who Represents the Settlement Class?

The Court has appointed the Plaintiff as the representatives of the Settlement Class. The Court has also appointed the following lawyers as counsel for the Settlement Class (“Class Counsel”):

Brian W. Warwick
Janet R. Varnell
Jeffrey L. Newsome
Christopher J. Brochu
Pamela Levinson
Varnell & Warwick, P.A.
400 N. Ashley Dr., Ste. 1900
Tampa, FL 33602
Telephone: (352) 753-8600
jnewsome@vandwlaw.com

These lawyers represent your interest in the Action. You will not be charged for their services.

The Proposed Settlement

Pursuant to the settlement, BH shall create a Settlement Class fund with an amount of \$572,851.66 payable within thirty (30) days of final approval (the “Settlement Amount”). The amount will be dispersed as follows:

Each **Security Deposit Class member** who does not seek to exclude him/herself from the settlement will receive a Settlement Payment equal to the amount of 50% of each Security Deposit Class member’s security deposit, totaling \$541,528.00. By way of example, if a Security Deposit Class member “X” had a \$400 security deposit withheld by BH Management, X would receive a \$200 cash refund and a release from BH Management that will include, among other provisions, that BH Management will not attempt any further collection against X for the \$200 security deposit monies that were returned to X.

Each **Security Deposit Balance Class member** who does not seek to exclude him/herself from the settlement will be eligible for up to 50% of the security deposit amount withheld. However, as further described below, 50% of the security deposit withheld will first be applied to the balance that Defendant's records reflect is owed, in an amount equal to three times (3x) 50% of the security deposit withheld. Only if the Security Deposit Balance Class

member fails to exercise their full debt relief will they be able to receive cash pro rata for the debt relief they did not exercise. BH Management will waive its right to pursue the balance its records reflect is owed, up to an amount equal to (3x) 50% of the security deposit withheld, but will not waive its right to recover any remaining balance its records reflect is owed after crediting 3x 50 percent of the security deposit withheld. The Security Deposit Balance Class will receive \$31,323.66 of cash relief and \$419,178.47 of balance debt relief.

By way of example, if a Security Deposit Balance Class member “Y” had a \$500 security deposit withheld and a \$250 alleged balance then Y would be eligible for up to \$250 in a cash refund (50% of the deposit). However, that \$250 cash must first be applied to Y’s debt balance, with up to \$750 of debt relief available (3x the cash relief). When applying the \$750 of debt relief to the balance of \$250, Y only exercised 33.3% of their debt relief available. Therefore, Y would receive \$167.50 in cash refund, \$250 of balance debt relief, and a release from BH Management that will include, among other provisions, that BH Management will not pursue Y for the \$167.50 returned nor the \$250 alleged balance that was waived.

If the Settlement is not finally approved by the Court, no payments will be issued and the Parties and the members of the Settlement Class will be returned to the *status quo* as it existed prior to preliminary approval.

What Is the Legal Effect of the Settlement?

Pursuant to the Settlement Agreement, the Released Parties are defined as follows:

“Released Parties” shall include Plaintiffs, all Class Members, and BH Management Services, LLC, any entity having an ownership interest in the list or properties attached to the Settlement Agreement as **Exhibit A** and each of their affiliate, predecessors, successors, assigns, past or present directors, officers, employees, and agents (collectively, “BH Entities”).

Pursuant to the Settlement Agreement, the following claims are released:

“Released Claims” shall mean any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney’s fees of any nature whatsoever, whether based on any federal law, state law, common law, or of any other type or form (whether in contract, or otherwise, including statutory, common law, property, and equitable claims), which Plaintiff or any settlement Class Member has or may have arising out of their apartment rental at a BH Entities property or their apartment lease with any of the BH Entities, or which any BH Entities have or may have against Plaintiff or any settlement Class Member(s) relating to the amounts returned or debts released arising out of their apartment rental at a BH Entities property pursuant to this Settlement Agreement.

Specifically, if the Settlement is finally approved, Plaintiff and each Settlement Class Member (except Settlement Class Members who have excluded themselves from the Settlement Class) will release the BH Entities from all Released Claims that they have or could have asserted in this lawsuit, arising out of or relating to the amounts returned or debts released arising out of their apartment rental at a BH Entities property.

If I Am a Settlement Class Member, What Are My Options?

If you are a Settlement Class Member, you have a right to stay in the case as a Settlement Class Member, or you can choose to be excluded from the case. You need to decide this question very soon.

Option 1. Do Nothing Now. Stay in the Action and Receive Monetary Relief and/or Balance Relief.

You have the right to stay in this Action as a Settlement Class Member and wait for final approval of the Settlement. You do not need to do anything if you wish to remain in this case. It will cost you nothing. If you do nothing, and after the Settlement is finally approved, you will automatically receive a payment and/or balance relief in accordance with the Settlement Agreement. If you decide to stay in the case as a Settlement Class Member, you will be bound by all orders and judgments of the Court with regard to the Settlement Class.

Option 2. Exclude yourself from the Action.

You have the right to not be part of this Action by excluding yourself or “opting out” of the Settlement Class. If you exclude yourself, you will not receive a payment and/or balance relief in accordance with the settlement agreement. However, you will maintain your legal right to sue Defendants in a separate lawsuit at your own expense.

If you wish to be excluded from the Settlement Class, you must send a written Request for Exclusion to Chiodini v BH Management, c/o Settlement Administrator, PO Box 23489, Jacksonville, FL 32241 no later than **October 9, 2025** stating your name, address, and the following statement: “I request exclusion from the Settlement Class in *Chiodini v. BH Management, Case No. 6:23-cv-147-CEM-DCI.*”

You do not need to hire your own lawyer to request exclusion from the Settlement Class, however you are entitled to retain counsel, if you so choose. If you exclude yourself from the Settlement Class, you give up your right to receive money or other benefits awarded in this case, if any, and you will not be bound by any judgments or orders of the Court.

If the request for exclusion is submitted by someone other than the Settlement Class Member (*i.e.*, a Legally Authorized Representative or attorney), then the third party signor (*e.g.*, attorney, legal representative, or other third party) must include the following attestation on the exclusion request: “I certify and attest to the Court that the Settlement Class Member on whose behalf this exclusion request is submitted has been provided a copy of and an opportunity to read the Class Notice and thereafter specifically requested to be excluded from the Settlement Class.” Such third-party signor must include their full name, contact information, and the basis for that signor’s authority to act on behalf of the Settlement Class Member.

May I Object to the Settlement?

Yes. If you are a Settlement Class Member, and if you think the Proposed Settlement is unfair, you have the right to object to the Settlement on your own or through counsel. To object, you must submit a writing containing the following: (1) a prominent identifying reference to the Action containing the title of the case, “*Chiodini v. BH Management, Case No. 6:23-cv-147-CEM-DCI* (M.D. Fla.)”; (2) your full legal name (3) your current address and telephone number; (4) a statement of each objection being made and the basis therefor; (5) a statement indicating whether you intend to appear at the Final Approval Hearing; (6) a list of witnesses whom you may call by live testimony; (7) if you are represented by legal counsel, the name, address, bar number, and telephone number of the counsel; (8) any legal authority upon which you intend to rely in support of the objection; and (9) copies of any documents or papers that you plan to submit or want the Court to consider.

Written objections must be filed with the Court and served upon all counsel in the Action by no later than October 9, 2025.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court or to otherwise contest the approval of the Proposed Settlement or to appeal from any orders or judgments entered by the Court in connection with the Proposed Settlement.

Is there a Hearing Scheduled on the Final Approval of the Settlement?

The Court has scheduled a Final Approval Hearing for **December 3, 2025** at 10:00 am before the Honorable Carlos Mendoza. You do not need to attend the hearing. The Final Approval Hearing will address whether the Proposed Settlement is fair, reasonable, and adequate and whether the Court should approve it. The Final Approval Hearing date is subject to change. If the Final Approval Hearing date changes, no separate notice of that change will be mailed. However, the new date will be available on the Settlement Website listed below.

If the Settlement is finally approved without an appeal, Payments may issue by 30 days after the entry of the Final Order and Judgment. If there is an appeal, Payments would issue by 30 days after the appeal is finally resolved. If the Settlement is not approved by the Court, no payments will be issued. The Court may extend the payment period with approval from the Parties. If that happens, no separate notice of that change will be mailed.

How Do I Find Out More About This Lawsuit?

This notice is a summary of the Action and the Proposed Settlement. If you have any questions about this notice or the Proposed Settlement, you may contact Class Counsel at the email addresses and phone numbers listed above.

Additional information about this case, the claims, and the Proposed Settlement is available on the Settlement Website: **www.ChiodiniSecurityDepositSettlement.com** or by contacting the Settlement Administrator via email at info@chiodinisecuritydepositsettlement.com or via USPS mail at:

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DO NOT CONTACT THE COURT OR DEFENDANTS OR DEFENDANTS' COUNSEL FOR INFORMATION.