Melanie Mills v. Steelblock, LLC,
(Lee County, Case No. 26-CA-000164)

If you were a Florida tenant of Steelblock, LLC between January 8, 2021 and June 30, 2026, and Steelblock kept some or all of your security deposit, you may be entitled to benefits under a class action settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

- **A proposed settlement will make up to $116,027.45 in cash payments available to class members who submit valid claims, and will bring $136,726.00 in outstanding balances to $0 ("Debt Relief"), to fully settle and release the claims of the following individuals:**

  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 Settlement Agreement (the "Settlement Class"). The Settlement Class consists of two classes: the Partial Refund Class, the approximately 38 Settlement Class Members who received a partial refund of their security deposit, and the No Refund Class, the approximately 195 Settlement Class Members who received no refund of their security deposit. 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 has already released the claims at issue with Defendant.

- **Defendant denies Plaintiff's allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. By entering into the settlement, Defendant has not conceded the truth or validity of any of the claims against it.**
- **If you are in the Partial Refund Class and submit a valid Claim Form, you will receive 30% of the portion of your security deposit that Defendant kept. If you are in the No Refund Class and submit a valid Claim Form, you will receive 50% of your security deposit. If you are in the No Refund Class, any outstanding balance Defendant claims you owe will be brought to $0 automatically, whether or not you submit a Claim Form. Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
MAKE A CLAIM	To obtain money from the settlement you must make a claim. To make a claim, you must fully complete the Claim Form that was sent to you and mail it to the Settlement Administrator postmarked by January 16, 2027, or submit an online Claim Form at www.steelblocksettlement.com by January 16, 2027.
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment or Debt Relief. This is the only option that allows you to pursue your own claims against Defendant or other released parties related to a released claim. The deadline for excluding yourself is January 16, 2027.
OBJECT TO THE SETTLEMENT	If you wish to object to the settlement, you must file your written objection stating why you believe the settlement is unfair in any respect, with the Court and copy the Parties' counsel on or before January 16, 2027.
DO NOTHING	If you do nothing, you will not receive a payment from the settlement, but you will give up your rights to sue Defendant or any other released parties related to a released claim. If you are in the No Refund Class, your outstanding balance will still be brought to $0.
GO TO THE FINAL APPROVAL HEARING	You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement. To do so, you must file with the Court and serve on all counsel designated in the Notice a notice of intention to appear by January 16, 2027. The notice of intention to appear must include your name, address, telephone number, and signature, and copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing.

- These rights and options-and the deadlines to exercise them-are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the settlement. Payments *(i.e.* Settlement Award Checks) will be disbursed if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the putative class action lawsuit entitled *Melanie Mills v. Steelblock, LLC*, which was filed in the Circuit Court of Lee County, Florida. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or postcard about this settlement?

If you received a letter describing this settlement, it is because Defendant's records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

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

Excluded from the Settlement Class are: (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 has already released the claims at issue with Defendant.

3. What is this class action lawsuit about?

In a class action, a person called a Class Representative (here, Plaintiff) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff filed a putative class action lawsuit in Lee County Circuit Court asserting that her landlord (Defendant) failed to comply with the Florida Residential Landlord and Tenant Act and Florida Consumer Collection Practices Act in connection with returning security depositsDefendant has denied all liability and presented defenses to the claims prior to entering into this Class Settlement. The Court has conditionally certified a class action for settlement purposes only. The Honorable Kieth R Kyle is in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, the parties agreed to this settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class members will receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

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

A "Settlement Class Member" is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.steelblocksettlement.com, or you may write to the Settlement Administrator at Mills v. Steelblock Settlement, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed Matthew T. Peterson of Consumer Law Advocate, PLLC as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by this lawyer.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of $45,000.00 in attorneys' fees and $501.20 in litigation costs, for a total of $45,501.20. Class Counsel also will ask the Court to approve a payment of up to $3,000.00 to Plaintiff for her service as Class Representative and in exchange for an individual release. These amounts will be paid by Defendant separately and will not reduce any payment to Settlement Class Members. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS- WHAT YOU GET

8. What does the settlement provide?

Cash Payments. Settlement Class Members who submit valid Claim Forms will receive a cash payment. Members of the Partial Refund Class will receive 30% of the portion of their security deposit that Defendant kept. Members of the No Refund Class will receive 50% of their security deposit. If every Settlement Class Member submitted a valid Claim Form, the cash payments would total approximately $116,027.45. If additional persons are identified who should have been included in the Settlement Class, Defendant's total obligation for Settlement Awards will not exceed $127,630.20, and if valid claims would exceed that amount, each Settlement Award will be reduced pro rata.

Debt Relief. All members of the No Refund Class who have an outstanding balance that Defendant claims they owe will have that balance brought to $0, including any balance Defendant sent to a debt collector. Defendant will also ask the credit reporting agencies to delete any related tradeline or collection account. Debt Relief is automatic; you do not need to submit a Claim Form to receive it. The total Debt Relief is $136,726.00.

9. How much will my payment be?

If you file a valid Claim Form, you will be paid by the payment method you select on the Claim Form. If you are in the Partial Refund Class, you will be paid 30% of the portion of your security deposit that Defendant kept. For example, if you paid a $1,000 deposit and Defendant refunded $400, Defendant kept $600, and you would receive $180. If you are in the No Refund Class, you will be paid 50% of your security deposit. For example, if you paid a $1,000 deposit, you would receive $500. Your Settlement Award will be calculated from Defendant's business records, which are conclusive unless you submit documentary evidence to the Settlement Administrator by the Claims Deadline. The Settlement Administrator will resolve any dispute after considering your documentation and any response from Defendant, and its determination will be final and not subject to appeal. Each recipient is solely responsible for his or her own tax obligations arising from the Settlement. Defendant and the Settlement Administrator may issue any tax reporting forms required by law, including IRS Form 1099-C or Form 1099-MISC.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Defendant or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will release Defendant and all other Released Parties, as defined in the Settlement Agreement, from all claims arising from or related to the retention of your security deposit and any related outstanding balance, including claims under the Florida Residential Landlord and Tenant Act and the Florida Consumer Collection Practices Act. Released Parties include Defendant's affiliates, apartment managers or management companies, Ignacio Murman, Jose Tomas Silva, and any other owners of the apartments rented to Class Members during the

Class Period. The release does not apply to claims for personal injuries or to any defense, setoff, or recoupment right asserted in response to collection of an outstanding balance that is not subject to Debt Relief, except that such defense, setoff, or recoupment may be used only to reduce or defeat the amount claimed and may not support any affirmative recovery, counterclaim, damages, statutory penalty, or award of attorneys' fees or costs against any Released Party; no such defense, setoff, or recoupment may be based on the adequacy, timing, or manner of any notice of intention to impose a claim on a security deposit.

If you have any questions about the Release or what it means, you can review the Settlement Agreement at www.steelblocksettlement.com, or speak to Class Counsel, listed under Question 6, for free; or, at your own expense, you may talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To obtain a payment from the settlement you must make a claim. To make a claim, you must submit a Claim Form online at www.steelblocksettlement.com, or mail a completed Claim Form to the Settlement Administrator postmarked by January 16, 2027. If your claim is approved, payment will be sent to you in the manner you select. You do not need to submit a Claim Form to receive Debt Relief.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on February 22, 2027 to decide whether to approve the Settlement. If the Court approves the Settlement and there are no appeals, payments will be sent within 30 days after the later of the Claims Deadline or the date the Settlement becomes final. If there are appeals, it is always uncertain whether they can be resolved, and resolving them can take time, perhaps more than a year. Settlement Class Members will be informed of the progress of the settlement through information posted on the Settlement Website at www.steelblocksettlement.com. Settlement Award checks will be valid for 75 days from the date on the check. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue, or continue to sue Defendant or a Released Party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to

be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the settlement in the Mills v. Steelblock action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement." No person may exclude any other person from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than January 16, 2027 to the Settlement Administrator at Mills v. Steelblock Settlement, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant or any Released Parties for the claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not receive a settlement payment and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement, or the award of any attorneys' fees and expenses, and/or any proposed service award.

To object, you must make your objection in writing, stating that you object to the Settlement. To be considered by the Court, you must personally sign the objection and provide the following information with it: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

To be considered, you must file your objections with the Court and copy the Parties' counsel at the addresses below no later than January 16, 2027.

Matthew T. Peterson
Consumer Law Advocate, PLLC
1000 Brickell Ave, Suite 715
Miami, FL 33131
Tel: (815) 999-9130
mtp@lawsforconsumers.com

Robert Neary
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33134

And

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

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from settlement but you will give up your rights to sue Defendant or any other released parties related to a released claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 2:00 pm on February 22, 2027 in courtroom 4P at the Lee County Justice Center, 1700 Monroe Street, Fort Myers, FL 33901. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must file with the Court and serve on all counsel designated in the Notice a notice of intention to appear by January 16, 2027 The notice of intention to appear must include your name, address, telephone number, and signature, and copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the Settlement Agreement by visiting the Settlement Website, www.steelblocksettlement.com, you can write to the Settlement Administrator via email at info@steelbrocksettlement.com or via mail at Mills v. Steelblock Settlement, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241. You can also call Class Counsel with any questions at (815) 999-9130.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT, OR DEFENDANT'S COUNSEL ABOUT THE SETTLEMENT.