

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**Dana Mihalcean, on behalf of herself
and all others similarly situated,**

CASE NO.: 2025-CA-006193

Plaintiff,

v.

Bridge Investment Group Holdings LLC,

Defendant.

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

Plaintiff, Dana Mihalcean, individually and on behalf of all others similarly situated, ("Plaintiff"), by and through her undersigned counsel, files this Memorandum of Law in Support of Plaintiff's Unopposed Motion for Certification of Settlement Class and Preliminary Approval of the proposed Class Action Settlement.¹ In support of the motion, Plaintiff states as follows:

I. TERMS OF THE PROPOSED SETTLEMENT

A. Background

This is a class action for alleged violations of the Florida Residential Landlord and Tenant Act ("FRLTA"), Fla. Stat. § 83.49, and Florida Consumer Collection Practice Act, Fla. Stat. § 559.55 et seq. ("FCCPA") for claims arising out of Defendant's security deposit practices.

¹ Defendant does not oppose the requested relief in this Motion; however, Defendant does not concur or admit to any of the allegations contained in the operative complaint or any other complaints filed against Defendant. For the avoidance of doubt, Defendant does not concede the factual or legal basis for any claim asserted in this action and denies liability. The language in this Motion, including the description of proceedings, as well as legal and factual arguments, is Plaintiff's, and Defendant may disagree with certain of those characterizations and descriptions.

Plaintiff alleges that Defendant (a) failed to provide her a legally sufficient certified mail notice letter within 30 days of her moving out before deducting her deposit, and (b) that Defendant deducted her security deposit prior to receiving a certified mail notice letter within 30 days of moving out and waiting for the 15 day objection period to expire.

Plaintiff alleges that this conduct would violate the FRLTA requirements of (a) sending a sufficient notice letter and (b) not prematurely taking possession of Plaintiff's security deposits without providing Plaintiff a chance to object to the claim within the 15-day objection period. Section 83.49(3)(a) provides in pertinent part:

Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice **by certified mail** to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice **shall** contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of upon your security deposit, due to. It is sent to you as required by s. 83.49(3), Florida Statutes. **You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice,** or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

Fla. Stat. 83.49(3)(a) (emphasis added).

Notably, section 83.49(1)(a), Florida Statutes, declares, "the landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord."

Further, section 559.72(9), Florida Statutes, states that “no person shall...Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate or assert the existence of some other legal right when such person knows that the right does not exist.”

Plaintiff also alleges that the above allegations amounts to illegal debt collection practices under Fla. Stat. § 559.72(9) by asserting a right to the security deposit monies when Defendant knows that right does not exist under the FRLTA:

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

Fla. Stat. § 559.72(9).

B. Terms

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

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties’ intent to impose a claim on their deposit.

As for monetary relief, Defendant shall establish a common fund of \$700,000 (the "Settlement Fund"), and each of the 4,077 Settlement Class Members who does not opt out shall receive their pro rata portion of the \$700,000 Settlement Fund after Settlement Costs are deducted. The estimated payment to Settlement Class members after this deduction is around \$107 (subject to change). Settlement Costs include attorneys' fees, litigation costs (case filing fee, service of process cost, and mediation invoice reimbursement), class administration and notice costs, and the class representative award.

Throughout the class period, Defendant retained \$1,542,231.89 in security deposits. Thus, the \$700,000 common fund represents a 45.4% refund of deposits paid, regardless of damage caused by class members.

II. THE LEGAL STANDARD FOR PRELIMINARY APPROVAL

Rule 1.220(e) of the Florida Rules of Civil Procedure requires judicial approval for the compromise of claims brought on a class basis. Since the Florida class action rule is nearly identical to the federal class action rule, Florida Courts are to look to federal law for guidance on class action issues. *See, e.g., City of Pompano Beach v. Fla. Dep't of Agric.*, No. 00-18394(08) CACE, 2002 WL 1558217, at *2 (Fla. Cir. Ct. Jan. 24, 2002); *Estate of Bobinger v. Deltona Corp.*, 563 So. 2d 739, 745 (Fla. 2d DCA 1992); *Powell v. River Ranch Property Owners Association, Inc.*, 522 So. 2d 69, 70 (Fla. 2d DCA 1988), *rev. denied*, 531 So. 2d 1354 (Fla.1988).

“Although class action settlements require court approval, such approval is committed to the sound discretion of the district court.” *In re U.S. Oil and Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992). In exercising that discretion, courts are mindful of the “strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The policy favoring settlement is especially relevant in class actions and other complex matters, where the inherent costs, delays and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Ass'n for Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 466 (S.D. Fla. 2002) (“There is an overriding public interest in favor of settlement, particularly in class actions that have the well-deserved reputation as being most complex.”) (*citing Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)); *see also 4 Newberg on Class Actions* § 11.41 (4th ed. 2002) (*citing cases*).

However, courts may not approve class action settlements in reverse, by first determining that the settlement is fair, and thereby finding that certification is proper. *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 622 (1997). Accordingly, in granting preliminary approval, courts typically first certify the class for settlement purposes, and then consider the fairness of the settlement. *E.g., Grosso v. Fidelity National Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). A court “must conduct a rigorous analysis to determine whether the elements of class action requirements have been met”, which requires “heightened scrutiny” when the parties seek “certification of the class and approval of their settlements simultaneously”. *Id.*

The purpose of preliminary evaluation of proposed class action settlements is to determine whether the settlement is within the “range of reasonableness” such that notice should be issued to the class. *4 Newberg* § 11.26. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Smith v. Wm. Wrigley Jr. Co.*, No. 09-cv-60646, 2010 WL 2401149, at *2 (S.D. Fla. June 15, 2010). Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation, Third*, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted).

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. 3d DCA 2008) (*citing* Fed. R. Civ. P. 23(e)(1)(C), and *Ramos v. Philip Morris Cos.*, 743 So. 2d 24, 31 (Fla. 3d DCA 1999)). Some of 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)).

Courts have, at times, engaged in a “preliminary evaluation” of these factors to determine whether the settlement falls within the range of reason at the preliminary approval stage. *See, e.g., Smith*, 2010 WL 2401149 at *2. In fact, Federal Rule of Civil Procedure 23 was amended in 2018 to require a fairness evaluation at the preliminary approval stage instead of waiting until final approval. Under the amended Rule 23(e), Federal judges must now determine whether it is “likely” to certify the class and give final approval to the settlement. Fed. R. Civ. P. 23(e).

Likewise, granting preliminary approval here will allow Settlement Class Members to receive notice of the proposed Settlement terms, and of the date and time of the Final Approval Hearing at which Settlement Class Members may be heard, and at which further evidence and argument concerning the fairness, adequacy, and reasonableness of the Settlement may be presented. *See Manual for Compl. Lit.*, §§ 13.14, 21.632. However, neither formal notice to the class nor an evidentiary hearing is required at the preliminary approval stage. *Id.* § 13.14. Instead, the Court may grant such relief upon an informal application by the settling parties, and may or may not conduct a hearing. *Id.*

III. CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE PURSUANT TO FLORIDA RULE OF CIVIL PROCEDURE 1.220

For settlement purposes, the parties jointly request that this Court certify the Settlement Class as defined in the Settlement Agreement. “Because the certification of a class and settlement

of the class representative's claims will ultimately bind absentee class members, there are constitutional due process implications which must be satisfied.” *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 1170 (Fla. Dist. Ct. App. 2008) (citing *Matsushita Elec. Indus. Co. v. Epstein*, 516 U.S. 367, 377-78, 116 S.Ct. 873, 134 L.Ed.2d 6 (1996)). Therefore, the trial court, “must conduct a rigorous analysis to determine whether the elements of the class action requirements have been satisfied.” *Id.* (citing *Baptist Hosp. of Miami, Inc. v. Demario*, 661 So.2d 319, 321 (Fla. 3d DCA 1995)).

The Third District Court of Appeals provided trial courts with specific instructions on how to address certification of a settlement class:

Where the parties, as here, seek certification of the class and approval of their settlement simultaneously, the trial court is required to apply heightened scrutiny and to take a more active role as a guardian of the interests of the absent class members. When a trial court “certifies for class action settlement only, the moment of certification requires ‘heightene[d] attention,’ to the justifications for binding the class members ... because certification of a mandatory settlement class, however provisional technically, effectively concludes the proceeding save the final fairness hearing.” *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 848-49, 119 S.Ct. 2295, 144 L.Ed.2d 715 (1999) (citation omitted) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620, 117 S.Ct. 2231, 138 L.Ed.2d 689 (1997) (alteration in original)); see also *Simer v. Rios*, 661 F.2d 655, 664-66 (7th Cir.1981) (requiring a higher showing of fairness where the settlement is negotiated prior to certification); *Ace Heating & Plumbing Co. v. Crane Co.*, 453 F.2d 30, 33 (3d Cir.1971) (holding that the court must be doubly careful where negotiation occurs before certification and designation of class counsel).

Grosso v. Fid. Nat. Title Ins. Co., 983 So. 2d 1165, 1170 (Fla. Dist. Ct. App. 2008)(emphasis in original).

Certification of the proposed Settlement Class will allow notice of the proposed Settlement to issue, thereby informing class members of the existence and terms of the proposed Settlement, of their right to be heard on its fairness, of their right to opt out, and of the date, time and place of the formal fairness hearing. See *Manual for Compl. Lit.*, at §§ 21.632, 21.633. For purposes of this Settlement only, Defendant does not oppose class certification.

Class certification pursuant to Rule 1.220 requires that all four prerequisites to section (a) be satisfied and at least one prerequisite of section (b) be satisfied. The four elements that a party must show to satisfy to obtain class certification are:

(1) The members of the class are so numerous that separate joinder of each member is impracticable [*numerosity*], (2) the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class [*commonality*], (3) the claim or defense of the representative party is typical of the claim or defense of each member of the class [*typicality*], and (4) the representative party can fairly and adequately protect and represent the interests of each member of the class [*adequacy*].

Fla. R. Civ. P. 1.220(a)(emphasis added). These elements are commonly referred to as numerosity, commonality, typicality and adequacy of representation. *See Smith v. Glen Cove Apartments Condominiums Master Ass'n, Inc.*, 847 So. 2d 1107 (Fla. 4th DCA 2003). As discussed below, all of the requirements of Rule 1.220(a) and (b)(3) have been met for this case for settlement purposes only.

A. Certification Pursuant to Rule 1.220(a)

1. Numerosity

The first prerequisite for class certification under Rule 1.220(a) is numerosity, which requires that members of the class be so numerous that “separate joinder of each member is impracticable.” Fla. R. Civ. P. 1.220(a)(1). There is no minimum or maximum number of class members to satisfy the numerosity requirement. However, classes as small as twenty-five (25) have satisfied the numerosity requirements. *See Terry L. Braun, P.A. v. Campbell*, 827 So. 2d 261, 264 (Fla. 5th DCA 2002) (Court held that class of 25 to 31 individuals met numerosity requirement); *see, e.g., Estate of Bobinger v. Deltona*, 563 So. 2d 739, 743 (Fla. 2d DCA 1990). In addition to the number of class members, Florida courts also analyze whether separate joinder would be impractical. As the Fourth District Court of Appeals has stated, “[i]mpractical’ does not

mean impossible, and numerosity is satisfied if it would be difficult to join all the members of the class.” *Olen Props. Corp. v. Moss*, 981 So. 2d 515, 519 (Fla. 4th DCA 2008) (citation omitted), *review denied*, 996 So. 2d 858 (Fla. 2008).

Here, the members of the Settlement Class are so numerous that joinder of all members is not practical. A review of Defendant’s business records indicates that there are 4,077 current and/or former tenants who fall within the Class definition. It would be impracticable to join together such numbers. Thus, the facts of this case establish numerosity for settlement purposes only.

2. Commonality

According to the Florida Supreme Court, the “primary concern” in the consideration of the commonality requirement of subdivision (a)(2) is “whether the representative's claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory.” *Sosa v. Safeway Premium Finance Co.*, 73 So. 3d 91, 103 (Fla. 2011) (citing *Morgan v. Coats*, 33 So.3d 59, 64 (Fla. 2d DCA 2010), which in turn cited *Powell v. River Ranch Prop. Owners Ass'n, Inc.*, 522 So.2d 69, 70 (Fla. 2d DCA 1988)). The core of the commonality requirement is satisfied if the questions linking the class members are substantially related to the resolution of the litigation. *See Morgan v. Coats*, 33 So. 3d at 64.

Here, Plaintiff asserts that questions of law and fact that are common to the Settlement Class include:

- (a) Whether Defendant violated the FRLTA by failing to send certified mail notices within 30 days of moving out when Defendant sought to impose a claim on tenants’ security deposits;
- (b) Whether Defendant violated the FCCPA, (specifically section 559.72(9), Florida Statutes), by asserting legal rights the Defendant knows does not exist when it failed to send a certified mail notice letter within 30 days of tenants moving out and then deducted those alleged amounts owed to Defendant;
- (c) Whether Defendant sent a legally sufficient certified mail notice letter; and

- (d) Whether as a result of Defendant's wrongdoing, Plaintiff and Class Members sustained damages and the proper amount of these damages.

Plaintiff alleges that Defendant's compliance with the FRLTA and FCCPA is the predominating common question in this litigation. Plaintiff asserts that the common issues will turn almost entirely on a review of Defendant's records and the communications it sends to tenants. Those documents will show if everyone received a certified mail and legally sufficient notice letter and when Defendant deducted the deposits. Since these factual issues are uniform, the legality of each will turn on common evidence. Either Defendant's conduct violates the law or it does not. In other words, each of these common questions will lead to answers common to the Class, advancing the litigation for all Class members "in one stroke." See *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011). Thus, the commonality element of Rule 1.220(a) is also satisfied for settlement purposes only.

3. Typicality

"The test for typicality focuses generally on the similarities between the class representative and the putative class members." See *Sosa v. Safeway*, 73 So. 3d at 114 (the court characterized the "key inquiry" as addressing "whether the class representative possesses the same legal interest and has endured the same legal injury as the class members.") (citing *Morgan v. Coats*, 33 So. 3d at 65). The typicality requirement of subdivision (a)(3) does not require that the claims or defenses be identical. *Broin*, 641 So.2d at 891. Therefore, mere factual differences between the class representative's claims and the claims of the class members will not defeat typicality. See *Smith v. Glen Cove Apartments Condominiums Master Ass'n, Inc.*, 847 So. 2d 1107, 1111 (Fla. 4th DCA 2003).

Here, the named Plaintiff is typical of the putative class members she seeks to represent for settlement purposes. Plaintiff is a Florida resident, who was a former tenant of Defendant and paid

a security deposit. Plaintiff alleges her security deposit was retained by Defendant and she did not receive a legally sufficient certified mail notice letter within 30 days of her moving out. Plaintiff also alleges Defendant did not wait until the 15-day objection period expired before it offset Plaintiff's security deposit. Accordingly, Plaintiff contends she is typical of the class members she seeks to represent as there is nothing peculiar about Plaintiff's experience with Defendant that makes her different from other members of the Class. Because Plaintiff contends she possesses the same legal interest and has endured the same alleged legal injury as the other members of the class, the typicality requirement of Rule 1.220(a) is also satisfied for settlement purposes only.

4. Adequacy of Representation

To grant class certification, a trial court must determine that “the representative party can fairly and adequately protect and represent the interests of each member of the class.” Fla. R. Civ. P. 1.220(a)(4). A trial court's inquiry concerning whether the adequacy requirement is satisfied contains two prongs. *Sosa v. Safeway*, 73 So. 3d at 115 (Fla. 2011). The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation. *Id.* The second prong pertains to whether the class representatives' interests are antagonistic to the interests of the class members. *Id.*

First, Plaintiff's counsel has substantial experience in consumer class actions and is adequate to act as counsel in this class action lawsuit. Additionally, Plaintiff's counsel has ample experience litigating various types of consumer cases, including other consumer class actions based on the FRLTA and FCCPA violations. Thus, the first prong of the “adequacy” requirement of Rule 1.220(a) is met for settlement purposes only.

Second, Plaintiff has shown that she is willing and able to take an active role as class representative on behalf of the class. Plaintiff has reviewed all the pleadings and exhibits, was available for mediation, and met with counsel on numerous occasions.

Finally, there has been no evidence uncovered in this case that indicates that Plaintiff has any interests antagonistic to the class she seeks to represent. Plaintiff has diligently prosecuted this action from the outset and has sufficient knowledge of the nature of the lawsuit to be determined to be an adequate class representative. Therefore, the adequacy requirement under Rule 1.220(a)(4) is also met for settlement purposes only.

Accordingly, all of the prerequisites of Rule 1.220(a) have been established for settlement purposes only with regard to the proposed Settlement Class. Now, this Court's analysis must turn to whether the facts of this case also meet at least one of the requirements Rule 1.220(b) before the Settlement Class can be properly certified.

B. Certification Pursuant to Rule 1.220(b)(3).

In addition to the four requirements of Rule 1.220(a), the proponent of class certification must satisfy one of the three subdivisions of Rule 1.220(b). *See*, Fla. R. Civ. P. 1.220(b) (stating that a party may maintain a claim or defense on behalf of a class if it satisfies rule 1.220(a) and 1.220(b)). Pursuant to the Settlement Agreement, Plaintiff contends and Defendant does not contest (for settlement purposes only) that this case meets the requirements of Rule 1.220(b)(3). Rule 1.220(b)(3), provides in pertinent part:

the claim or defense is not maintainable under either subdivision (b)(1) or (b)(2), but the questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any questions of law or fact affecting only individual members of the class, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.

(Emphasis added). Generally, courts view the Rule 1.220(b)(3) analysis in two parts: predominance and superiority.

1. Common Issues Predominate for Settlement Purposes

Rule 1.220(b)(3) first requires that the “questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any questions of law or fact affecting only individual members of the class.” Fla. R. Civ. P. 1.220(b)(3) (emphasis added). Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way. *See Stone v. CompuServes Interactive Servs., Inc.*, 804 So. 2d 383, 388 (Fla. 4th DCA 2001). More specifically, predominance is established if the class representative demonstrates a reasonable methodology for generalized proof of class-wide impact. *See Inphynet Contracting Services, Inc. v. Soria*, 33 So. 3d, 766, 771 (Fla. 4th DCA 2010). It is not necessary to illustrate that all questions of fact or law are common. *See Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1178 (11th Cir. 2010). Rather, a showing that some questions are common, and that they predominate over individual questions is all that is necessary to meet the predominance inquiry. *See id.* (citing *Klay v. Humana, Inc.*, 382 F.3d 1241, 1254 (11th Cir. 2004)).

Here, Plaintiff alleges that Defendant engaged in a common course of conduct, or common practice, with its security deposit return practices. Plaintiff contends that it was the same process for all class members. Plaintiff asserts that the legality of these common courses of conduct by Defendant are the two predominating common questions in this litigation. Therefore, the facts of this matter satisfy the predominance requirement of Rule 1.220(b)(3) for settlement purposes only.

2. A Class Action is Superior to Individual Actions

To satisfy Rule 1.220(b)(3)’s superiority requirement, it must be shown that “class

representation is superior to other available methods for the fair and efficient adjudication of the controversy.” Fla. R. Civ. P. 1.220(b)(3). Three factors that courts consider when deciding whether a class action is the superior method of adjudicating a controversy are (1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action causes of action is manageable. *Sosa v. Safeway*, 73 So. 3d at 116. In this case, the superiority factors weigh heavily in favor of class certification for settlement purposes only.

First, the only economically viable remedy for adjudicating this controversy is through a class action. Without the class action device, no class member would be able to obtain counsel and would not be able to afford to challenge Defendant’s practices in order to recover their own security deposits back and potentially small amounts of additional damages. The small size of these recoveries combined with the large number of transactions within the class period makes a class action the only viable manner in which to litigate these claims, and even harder for class members to pursue with a purported class action waiver in their lease agreements.

Simply stated, absent a class action, it would be economically infeasible for individuals to obtain counsel willing to litigate to recover such small amounts. Finally, because former tenants may have provided Defendant with an email for communications during tenancy and a forwarding address, contact information is available. Therefore, there are no issues identifying or providing notice to the class which supports a finding of manageability. As a result, a class is superior to the other available methods of adjudicating these claims for settlement purposes only. Because all the elements of Rule 1.220(a) and (b)(3) are satisfied, class certification of the proposed Settlement Class is appropriate for settlement purposes only.

IV. THIS SETTLEMENT FALLS WITHIN THE “RANGE OF REASONABLENESS” AS TO ITS FAIRNESS, ADEQUACY AND REASONABLENESS.

Once the class has been found to meet the requirements for certification, this Court’s analysis turns to the terms of the proposed Settlement. The purpose of preliminary evaluation of proposed class action settlements is to determine whether the settlement is within the “range of reasonableness” such that notice should be issued to the class. *4 Newberg* § 11.26. *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 1173-74 (Fla. Dist. Ct. 2008)(citing Fed.R.Civ.P. 23(e)(1)(C), and *Ramos v. Philip Morris Cos.*, 743 So.2d 24, 31 (Fla. 3d DCA 1999)). Some of the “*Bennett* 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)).

At this preliminary approval stage, this Court can readily determine that each of the *Bennett* fairness factors weighs in favor of preliminarily approving the terms of this Settlement. First, the Settlement was reached in the absence of collusion, and is instead the product of good-faith, informed and arm’s length negotiations by competent counsel, including a day long mediation with Lance Harke. Second, this matter is being settled by counsel experienced in this type of litigation after informal discovery, negotiation, and a full day of mediation.

Third, a preliminary review of the *Bennett* fairness factors, in light of the terms of the Settlement, indicates that the terms of the Settlement appear to be fair, adequate and reasonable. As alleged in Plaintiff’s complaint, Plaintiff and all members of the Settlement Class experienced

the same security deposit return practices. Under the proposed Settlement Agreement, each class member would receive a return of 45.4% of their security deposit prior to Settlement Costs being deducted.

The amount of the Settlement Payment is fair because it represents a fair compromise of the claims on both sides of the litigation. There is considerable risk that no class member could obtain relief without hiring an attorney and bringing a small claims case themselves. As a result, this Court should find that the proposed Settlement appears to be within the range of reasonableness such that Notice should issue to the Settlement Class, a final fairness hearing should be scheduled, and the Settlement Class should be certified for settlement purposes.

V. PLAINTIFF'S CLASS REPRESENTATIVE INCENTIVE AWARD

The Settlement Agreement provides a \$3,500 payment to Plaintiff as a class representative incentive award for her efforts in this action. This amount is customary for class actions in general and for similar FRLTA security deposit class action settlements. Accordingly, the class representative incentive award set forth in the Settlement Agreement should be approved.

VI. PLAINTIFF'S ATTORNEY FEES AND EXPENSES

The proposed Settlement contemplates Class Counsel seeking 33% of the Settlement Fund for its attorneys' fees, and to seek reimbursement of court filing fees, service of process costs, and invoices received and paid to Lance Harke for mediation. The attorneys' fee and costs would be deducted from the Settlement Fund.

On a lodestar crosscheck, the proposed 33% attorney fee amount agreed upon represents the time and expenses of Consumer Law Advocate, PLLC representing the class at its normal hourly rates and a small multiplier. Such a fee is certainly within the range of reasonableness such that notice should be issued to the class. Given the reasonable amount of Attorney Fees agreed

upon, this Court should find that the Attorney Fee segment of the Settlement Agreement also falls with the range of reasonableness to warrant granting of preliminary approval.²

VII. THE PROPOSED CLASS NOTICE SATISFIES DUE PROCESS

The final issue for this Court to address at this Preliminary Approval stage is Notice to the Settlement Class. Notice is an integral part of Rule 1.220(b)(3). Class actions under this subdivision are only allowed when common questions of fact or law predominate and class-action treatment is thought to be superior to other available means of settling the controversy. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 70 S. Ct. 652 (1950). Without the notice requirement, it would be constitutionally impermissible to give the judgment binding effect against the absent class members. Notice to the class must be given before entry of judgment in order to allow class members the opportunity to either participate in the proceedings, or to opt out of the proceedings. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-176 (1974) (notice and opportunity to opt out required by due process). Notice must be sent well before the merits of the case are adjudicated. *Brown v. Colegio de Abogados de Puerto Rico*, 613 F.3d 44, 51 (1st Cir. 2010) (The purpose of the rule regarding notice for a class action is to ensure that the plaintiff class receives notice of the action well before the merits of the case are adjudicated.)

The Eleventh Circuit's position on class notice in Rule 23(b)(3) certified class actions is one of strict adherence to due process. *Cohen v. Office Depot, Inc.*, 204 F.3d 1069, 1078 (11th Cir. 2000) (holding that certification under Rule 23(b)(3) would require that the class members receive notice of the suit "well before the merits of it are adjudicated.") citing *Schwarzschild v. Tse*, 69 F.3d 293, 295 (9th Cir. 1995); See also Fed. R. Civ. P. 23(c)(2); 7B Wright, Miller & Kane.

² Plaintiff's Counsel will submit a more detailed breakdown of its time in the case prior to Final Approval.

Under Rule 1.220, “the notice shall inform each member of the class that (A) any member of the class who files a statement with the court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice.”

Exhibit 1 attached hereto is a proposed class notice which the parties believe satisfies the requirements of Rule 1.220. Together, this document will provide Settlement Class Members with all the information necessary to opt out, or file objections to this Settlement. Accordingly, Plaintiff requests that this Court approve the Notice Form in the form of **Exhibit 1**, and that this Court order notice be issued to the class upon preliminary approval.

VIII. CONCLUSION

For the reasons set forth above, this Court should enter the Proposed Preliminary Approval Order attached as **Exhibit 2** allowing notice to be issued to the class and taking this Settlement to the next stage of resolution.

Respectfully submitted,

Dated: February 25, 2026

CONSUMER LAW ADVOCATE, PLLC.

By: /s/ Matthew T. Peterson
Matthew T. Peterson; FBN: 1020720
1000 Brickell Ave, Suite 715
Miami, FL 33131
Telephone: (815)-999-9130
mtp@lawsforconsumers.com

CERTIFICATE OF SERVICE

I hereby certify that on February 25, 2026, I electronically filed the foregoing document with the Clerk of Court using the Florida Courts E-Filing Portal. I also certify that the foregoing document is being served this day on all counsel of record and interested parties, via transmission generated by the Florida Courts E-Filing Portal.

Attorneys for Defendant

/s/ Matthew T. Peterson _____
Matthew T. Peterson

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Dana Mihalcean vs Bridge Investment Group Holdings LLC
(Case No. 2025-CA-006193, Hillsborough County, Florida)*

This notice is merely to inform you about rights you have regarding a proposed Class Action Settlement related to your rental unit lease with or managed by Bridge Investment Group Holdings LLC (“Defendant”).

Defendant and Released Parties in this lawsuit owned and/or managed rental units during the time that you lived there and paid a security deposit, according to their records. You are receiving this Notice because you have been identified through the business records of Defendant (your former property manager and/or landlord) as a member of the proposed Settlement Class in a lawsuit filed against your former property manager and/or landlord in regards to their security deposit return practices. The Settlement Class includes the following people:

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties’ intent to impose a claim on their deposit (the “Settlement Class”).

LITIGATION SUMMARY: Plaintiff filed a putative class action lawsuit in Hillsborough County Circuit Court asserting that her landlord and property manager (Defendant) failed to comply with the Florida Residential Landlord Tenant Act and Florida Consumer Collection Practices Act, in connection with returning security deposits. Defendant has denied all liability and presented defenses to the claim prior to entering into this Class Settlement.

Plaintiff and Defendant have agreed to settle these claims in a Class Action Settlement in exchange for the monetary benefits set forth in the Settlement. All Settlement Class Members will release Defendant and Released Parties from all liability arising from the claims in the lawsuit involving their Security Deposits.

MONETARY BENEFITS: Defendant shall create a \$700,000 common fund (approximately 45.4% refund of each Settlement Class Member’s security deposit), and each Settlement Class Member who does not opt out of the settlement shall be entitled to their pro rata share of the common fund, after a deduction of attorney fees, litigation costs, and class administration costs. The net payment to Settlement Class Members is estimated to be around \$107 per person (this amount is subject to be higher or lower).

PARTICIPATING IN THE SETTLEMENT: You do not need to do anything to receive your pro rata settlement payment. If your address changes, make sure to notify the settlement administrator of your new address, so you can receive the check.

All Settlement Class Members who do not exercise their right to exclude themselves from the Settlement Class in the manner set forth below will release Defendant and Released Parties from all Released Claims, including any and all claims arising out of the causes of action advanced in the class action complaint.

ATTORNEYS' FEES AND COSTS: Class Counsel will petition the Court for 33% of the Settlement Fund, and seek reimbursement of the case filing fee, service of process fee, and mediation invoice paid.

OPTING OUT OF THE SETTLEMENT CLASS: If you wish to be excluded from the Settlement Class, and receive **no settlement benefits**, you must send a written Request for Exclusion to (Insert Claims Administrator and address) no later than **INSERT DATE 10 days before FINAL FAIRNESS HEARING**, stating your name, address, and the following statement: "Requests exclusion from the Settlement Class in *Mihalcean vs Bridge Investment Group Holdings*. Requests for Exclusion must be signed and postmarked by **INSERT DATE 10 DAYS BEFORE FINAL FAIRNESS HEARING**. Requesting exclusion from the Settlement Class removes your ability to receive the benefits of the settlement set forth above, but doing so preserves any claims you may have against Defendant.

OBJECTING TO THE SETTLEMENT: As a Settlement Class Member, you may appear at the Final Fairness Hearing to be heard in opposition to the fairness of the settlement, provided that you send a written Notice of Objection to the Settlement to (Insert Claims Administrator and address) Class Counsel, Matthew T. Peterson of Consumer Law Advocate, PLLC, 1000 Brickell Ave, Suite 715, Miami, FL 33131, and, Defense Counsel, Christopher Lee and David M. Ross of Wilson Elser LLP, 100 SE 2nd St, Suite 2100, Miami, FL 33131. Your written objection must include: (a) a notice of intent to appear; (b) a detailed statement of each objection asserted; (c) the grounds for each objection; (d) any documents and writings which you want the Court to consider; and (e) a list of witnesses you intend to call, if any. **OBJECTIONS MUST BE RECEIVED NO LATER THAN INSERT DATE 14 days before final approval**

FINAL FAIRNESS HEARING: The Court will hold a Final Fairness Hearing on INSERT DATE. before the Honorable Cheryl Kendrick Thomas, to determine whether the proposed settlement is fair, reasonable and adequate. **YOU ARE NOT REQUIRED TO ATTEND BUT YOU MAY DO SO IF YOU WISH.**

ADDITIONAL INFORMATION: This is a summary Notice of the terms of the settlement. You may view the Settlement Agreement and complaint at the Hillsborough County Court House, 601 E. Kennedy Blvd, Tampa, FL 33602.

This Notice has been Approved and Ordered by:
Honorable Cheryl Kendrick Thomas
Circuit Court Judge

EXHIBIT 2

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**Dana Mihalcean, on behalf of herself
and all others similarly situated,**

CASE NO.: 2025-CA-006193

Plaintiff,

v.

Bridge Investment Group Holdings LLC,

Defendant.

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

THIS CAUSE came before the Court on the Unopposed Motion filed by Plaintiff Dana Mihalcean, individually and on behalf of a class of persons similarly situated (“Plaintiff” or “Class Representative”), and Defendant Bridge Investment Group Holdings LLC (“Defendant”) (collectively Plaintiff and Defendant are “the Parties”), seeking an Order certifying a settlement class and preliminarily approving the terms of the proposed settlement between the Parties. The Court has reviewed the pleadings, motion and supporting materials submitted by the Parties, and being otherwise advised in the premises, finds and orders as follows:

THE CLASS SETTLEMENT APPROVAL PROCESS

To certify a class action for settlement purposes, a court must first determine that all the requirements for class certification set forth in Rule 1.220(a), Fla. R. Civ. P., and at least one of the requirements of subdivision of Rule 1.220(b), are satisfied. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620-20 (1997) (explaining that a settlement class must satisfy the

requirements of numerosity, commonality, typicality, and adequacy of representation, as well as predominance and superiority).

Once the Settlement Class is determined to meet the requirements for class certification pursuant to Rule 1.220, the Court's analysis turns to the terms of the proposed settlement. *Grosso v. Fidelity National Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). The approval of a class action settlement as fair, adequate, and reasonable is a two-step process. First, the Court must determine whether the proposed settlement terms fall within the range of reasonableness such that preliminary approval is warranted. Second, after notice is given to the class, the Court must evaluate whether final approval is warranted. *See Manual for Complex Litigation*, Third, § 30.41, at 236-37 (1995).

The Court has considered Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Unopposed Motion"), Plaintiff's Memorandum of Law in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, including its exhibits, and the Settlement Agreement and Release ("Settlement Agreement"). Based on the arguments and evidence submitted, the Court finds:

I. FINDINGS OF FACT

Plaintiff is a natural person, resident of Florida, and citizen of Florida, who was a former tenant of Defendant and paid a security deposit to Defendant as part of her tenancy. Defendant is a Delaware limited liability company with a principal place of business in Sandy, UT. Defendant manages and owns residential units throughout Florida, and in this county.

In this lawsuit, Plaintiff alleges that it is Defendant's business practice 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) fail to 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 and Tenant Act (“FRLTA”), Fla. Stat. § 83.49(3)(a), and Florida Consumer Collection Practices Act, Fla. Stat. § 559.55 et seq. (“FCCPA”)

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

II. CONCLUSIONS OF LAW REGARDING CLASS CERTIFICATION

For settlement purposes only, and based upon the Court’s review of the Settlement Agreement and Plaintiff’s Unopposed Motion and Plaintiff’s Memorandum of Law in Support of Plaintiff’s Unopposed Motion for Preliminary Approval, pursuant to Fla. R. Civ. P. 1.220(a) and (b)(3), the Court hereby certifies the following class (“Settlement Class”):

All persons in Florida, from July 2021 through January 2026, who paid a security deposit at a property owned or managed by Released Parties, had any portion of their deposit retained, and may not have received a certified mail notice within 30 days of moving out of Released Parties’ intent to impose a claim on their deposit.

A. Numerosity

For purposes of approving the Settlement Agreement and certifying the Settlement Class, the Court finds joinder of 4,077 tenants who signed a lease and paid a security deposit with Defendant would be impracticable.

B. Commonality

The Court finds that the commonality requirement is satisfied, for purposes of approving the Settlement Agreement and certifying the Settlement Class. More specifically, the questions of law and fact that are common to the Class include, for settlement purposes only:

- (a) Whether Defendant violated the FRLTA if it commingled security deposit funds before they were due to Defendant;
- (b) Whether Defendant violated the FCCPA (specifically section 559.72(9), Florida Statutes) if Defendant asserted legal rights that Defendant knows do not exist;
- (c) Whether Defendant failed to send a legally sufficient certified mail notice letter;
- (d) Whether, if Defendant engaged in wrongdoing, Plaintiff and Class Members sustained resulting damages and the proper amount of these damages;

C. Typicality

The Court finds that the typicality requirement is satisfied, for settlement purposes only, for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class, based on the similarity of Plaintiff's claims with those of the Settlement Class members. Here, the named Plaintiff is typical of the putative class members she seeks to represent. Plaintiff is a Florida resident, who was a former tenant of Defendant. Plaintiff alleges that her security deposit was retained by Defendant after she moved out of her apartment, and that Defendant did not wait until the 15-day objection period expired before it offset Plaintiff's security deposit. Plaintiff also alleges that she did not receive a legally sufficient notice letter within 30 days of moving out, where Defendant deducted any portion of her deposit. Accordingly, for settlement purposes only, Plaintiff is typical of the class members she seeks to represent. Because Plaintiff alleges the same legal interest and alleges she has endured the same alleged legal injury as the other members of the class, the typicality requirement of Rule 1.220(a) is satisfied for settlement purposes only.

D. Adequacy

The Court finds that Plaintiff has no interests antagonistic to the class she seeks to represent

and that Class Counsel is experienced in litigating class action cases. Accordingly, the adequacy requirement is satisfied for settlement purposes only for purposes of approving the Settlement Agreement and certifying the Settlement Class.

E. Rule 1.220(b) Requirements

The Court also finds that the requirements of Rule 1.220(b)(3) have been satisfied for settlement purposes only, for the purposes of approving the Settlement Agreement and certifying the Settlement Class. In particular, the Court finds, for settlement purposes only, that the predominating common issue in this matter is whether Defendant engaged in a common course of conduct, or common practice, of prematurely taking possession of its tenant's security deposits without first waiting for the 15-day objection deadline to expire and whether Defendant failed to send a legally sufficient certified mail notice of its intention to impose a claim upon a deposit within 30 days of moving out. For settlement purposes only, these practices will either be found to be unlawful or they will not, based upon common evidence and defenses. Accordingly, for settlement purposes only, for the purposes of certifying the Settlement Class under Rule 1.220(b)(3), this Court finds that common issues predominate over any individual issues that may exist.

The Court also finds for the purposes of preliminary approval that class treatment via a class-wide settlement is superior to individual litigation of the claims of each putative class member for settlement purposes only. In particular, the Court notes that the small amounts of individual damages effectively preclude individual actions seeking relief for the alleged issues with security deposits. Even if Settlement Class members could find counsel, most are wholly unaware that they have claims.

Accordingly, this Court finds that all of the requirements for Class Certification pursuant to Rule 1.220(a) and (b)(3) are satisfied for settlement purposes only and the Motion for Preliminary Approval will be Granted.

III. CONCLUSIONS OF LAW REGARDING THE FAIRNESS OF THE SETTLEMENT TERMS.

When determining whether to grant preliminary approval to a class action settlement, the court must first certify the class for settlement purposes, and then consider the fairness of the settlement. *See e.g., Grosso v. Fidelity Nat'l Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). Having certified the class for purposes of this settlement, the court must now consider the fairness of the settlement.

To approve a class action settlement, the court must find that the agreement was fair, reasonable, and adequate. *Grosso*, 983 So. 2d at 1173-74 (*citing* Fed.R.Civ.P. 23(e)(1)(C)), and *Ramos v. Philip Morris Cos.*, 743 So.2d 24, 31 (Fla. 3d DCA 1999)). The factors that should be considered in making this determination include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* (*citing Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)).

Under the terms of the proposed Settlement, Defendant will establish a \$700,000 common fund. Settlement Class members who do not opt out of the Settlement shall be entitled to their pro rata portion of the Settlement Fund after a deduction of Settlement Costs (attorney fees, case filing

fee, service of process fee, mediation invoice from Lance Harke, class notice and administration costs, and class representative incentive award).

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

The Attorney Fees that Class Counsel shall seek do not diminish the relief to the Settlement Class and appear to be reasonable for this type of case.

The Class Representatives Incentive Award that has been negotiated does not diminish the relief to the Settlement Class and appears to be reasonable for this type of case.

Therefore, the Court finds that the Settlement Agreement, when viewed in light of the *Bennett* factors, falls within the range of reasonableness such that Preliminary Approval of the Settlement is warranted, and Notice should be issued to the class.

IV. CONCLUSIONS OF LAW REGARDING THE PROPOSED NOTICE TO THE SETTLEMENT CLASS

Notice to the class must be given before entry of judgment in order to allow class members the opportunity to either participate in the proceedings, or to opt out of the proceedings. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-176 (1974) (notice and opportunity to opt out required by due process). Florida Rule of Civil Procedure 1.220 dictates that, “the notice shall inform each member of the class that (A) any member of the class who files a statement with the court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice.” Fla. R. Civ. Pro. 1.220.

The Notice attached as Exhibit 1 to Plaintiff’s Memorandum in Support of Motion for Preliminary Approval explains the terms of the Settlement, provides instructions for how to opt-

out of the settlement class, and explains the legal ramifications of staying a member. The Notice also allows class members to appear through their own counsel and or to object to the terms of this Settlement. Accordingly, this Court finds that the proposed Notice meets the requirements of Rule 1.220.

Based on the above findings of fact and law, it is, therefore,

ORDERED:

1. This action is certified, as set forth above pursuant to Florida Rule of Civil Procedure 1.220(a) and (b)(3), for settlement purposes only.

2. The Court hereby appoints Plaintiff as class representatives of the Settlement Class, and appoints Matthew T. Peterson of the law firm Consumer Law Advocate, PLLC as Counsel for the Settlement Class.

3. A Final Settlement Fairness Hearing shall be scheduled for [DATE at TIME a.m.] via Zoom, and that hearing will address the following issues:

- a. to determine whether the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether the Settlement should be finally approved by the Court;
- b. to determine whether Final Judgment as provided under the Settlement Agreement should be entered dismissing the complaint filed in the Action with prejudice; and to determine whether releases should be provided to Defendant as defined and set forth in the Settlement Agreement;
- c. to consider whether to award Class Counsel's fees and expenses as set forth in the Agreement; and
- d. to rule upon such other matters as the Court may deem appropriate.

4. The Court approves the form, substance, and requirements of the Notice of Settlement (the “Notice”) attached to the Plaintiff’s Memorandum of Law in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. The Settlement Administrator shall cause the Notice to be sent via email or U.S. Mail to Settlement Class Members at the email or mailing address each Class Member has on file with Defendant according to the terms of the Settlement Agreement.

5. The form of the Notice, and method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meets the requirements of the Florida Rules of Civil Procedure and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

6. Class Counsel is authorized to represent and act on behalf of the Settlement Class with respect to all acts required by the Settlement Agreement or such other acts which are reasonably necessary to consummate the spirit of the Settlement Agreement.

7. All litigation, including discovery, other than further proceedings with respect to the Settlement, is stayed until further order of this Court. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Settlement Class Members from commencing or prosecuting any and all of the Released Claims against the Released Parties.

8. Any Settlement Class Member may opt out by utilizing the procedures outlined in the Notice. The Parties shall file a list of any Class Members who have timely and properly opted out of the Settlement with the Court no later than five (5) days prior to the Fairness Hearing.

9. Any Settlement Class Member may appear and show cause why the proposed Settlement of the Action embodied in the Settlement Agreement should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered thereon, or why the

class representative incentive award to the Plaintiff should not be made, or why attorney's fees inclusive of the expenses should not be awarded as provided in the Settlement Agreement; provided, however, that no Settlement Class Member or any other person, shall be heard or entitled to contest the approval of the proposed Settlement, or, if approved, the Judgment to be entered thereon, unless on or before fourteen (14) days prior to the Fairness Hearing, that person has caused to be filed written objections in the manner and form outlined in the Settlement Agreement, stating all supporting bases and reasons with:

Clerk of the Circuit Court
Circuit Clerk
Hillsborough County Courthouse
601 E. Kennedy Blvd, 13th Floor
Tampa, FL 33602

and has served copies of all such papers at the same time upon the following by first-class mail, in accordance with the requirements of the Settlement Agreement:

Class Counsel

Matthew T. Peterson
Consumer Law Advocate, PLLC
1000 Brickell Ave, Suite 715
Miami, FL 33131

Counsel for Defendant

Christopher Lee
David M. Ross
Wilson Elser LLP
100 SE 2nd St, Suite 2100
Miami, FL 33131
christopher.lee@wilsonelser.com
david.ross@wilsonelser.com

Attendance at the Settlement Fairness Hearing is not necessary in order for the objection to be considered by the Court; however, persons wishing to be heard orally in opposition to the approval of the Settlement are required to indicate in their written objection their intention to

appear at the hearing. All written objections shall conform to the requirements of the Settlement Agreement and shall indicate the basis upon which the person submitting the objections claims to be a member of the Settlement Class and shall clearly identify any and all witnesses, documents and other evidence of any kind that are to be presented at the Settlement Fairness Hearing in connection with such objections and shall further set forth the substance of any testimony to be given by such witnesses.

Any Settlement Class Member who does not make his, her or its objection in the manner provided in the preceding paragraph of this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objections to the fairness, adequacy, or reasonableness of the Settlement.

The foregoing certification of the Settlement Class is solely for the purpose of effectuating the Settlement. If the Settlement is not consummated for any reason, the foregoing conditional certification of the Settlement Class and appointment of the Class Representative and Class Counsel shall be void and of no further effect and the Parties shall be returned to the positions each occupied prior to entry of this Order without prejudice to any legal argument any Party may have asserted in this Action.

This Settlement and all negotiations, proceedings, documents prepared and statements made in connection with this Settlement shall be without prejudice to any Party and shall not be admissible into evidence, and shall not be deemed or construed to be an admission or confession by any Party, or any member of the Settlement Class, of any fact, matter or proposition of law, and shall not be used in any manner for any purpose.

DONE AND ORDERED in Chambers in Tampa, Hillsborough County, Florida this _____ day of _____, 2026.

Honorable Cheryl Kendrick Thomas
Circuit Court Judge

Copies to all counsel of record