# SETTLEMENT AGREEMENT AND RELEASE

## I. PREAMBLE

1. This Settlement Agreement is made and entered into as of the dates of Execution set forth below, by and among: (1) Plaintiff Melanie Mills, individually and on behalf of the Settlement Class; (2) Settlement Class Members; and (3) Steelblock, LLC. Class Counsel joins this Agreement solely for purposes of the provisions governing Attorneys' Fees and Litigation Expenses, indemnification, non-disparagement, non-solicitation, and data protection.

## II. DEFINITIONS

2. "***Action***" means the pending action styled *Melanie Mills v. Steelblock, LLC*, Lee County, Case No. 26-CA-000164.

3. "***Agreement***" means this Settlement Agreement and Release.

4. "***Attorneys' Fees and Litigation Expenses***" means the attorneys' fees and litigation expenses to be requested by Class Counsel subject to Court approval in accordance with this Agreement, to be paid by Defendant directly to Class Counsel separately from, and in addition to, the relief provided to the Settlement Class.

5. "***Claimant***" means any Settlement Class Member who does not timely opt out of the Settlement and who timely submits a valid Claim Form.

6. "***Claim Form***" means the claim form substantially in the form attached hereto as Exhibit 4, which a Settlement Class Member may submit online through the Settlement Website or by U.S. mail to the Settlement Administrator.

7. "***Claims Deadline***" means the date sixty (60) days after the Notice Deadline, by which a Settlement Class Member must submit a Claim Form to receive a Settlement Award.

8. "***Class Counsel***" means Matthew T. Peterson of Consumer Law Advocate, PLLC.

9. "***Class List***" means the list of the approximately 233 Settlement Class Members, identifying for each Settlement Class Member: (a) whether he or she is a member of the Partial Refund Class or the No Refund Class; (b) the amount of the security deposit paid; (c) the amount of any partial refund issued; (d) the amount of any outstanding balance Defendant claims is owed; and (e) his or her email address (where known) and last known U.S. mailing address. Defendant shall produce the Class List to the Settlement Administrator within ten (10) days after entry of the Preliminary Approval Order, subject to the data protection provisions of this Agreement.

10. "***Class Period***" means the period from January 8, 2021, through June 30, 2026.

11. "***Court***" means the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida.

12. "***Debt Relief***" means the reduction to $0.00 of any outstanding balance owned or



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controlled by Defendant that Defendant claims is owed by a member of the No Refund Class arising from his or her tenancy, including any such balance placed with a collection agency. Based on Defendant's records, these balances total $136,726.00. Debt Relief is automatic and does not require the submission of a Claim Form.

13. "***Defendant***" means Steelblock, LLC.

14. "***Execution***" means the signing of this Agreement by all signatories hereto.

15. "***Final Approval Hearing***" means the hearing during which the Court considers the Parties' request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of Attorneys' Fees and Litigation Expenses awarded to Class Counsel and the amount of any Settlement Class Representative Incentive Payment.

16. "***Final Approval Order***" means the final judgment and order of dismissal approving the Settlement and dismissing the Action with prejudice, which the Parties agree to propose substantially in the form attached hereto as Exhibit 1. "Final Approval" occurs on the date that the Court enters the Final Approval Order.

17. "***Judgment***" means the final judgment entered by the Court in the Action, which may be incorporated in or entered together with the Final Approval Order.

18. "***Long Form Notice***" means the detailed notice of the Settlement that describes the material terms of the Settlement; the rights and options of Settlement Class Members (including how to submit a Claim Form, object, or opt out); key deadlines; and other information required by applicable law. The Long Form Notice will be made available on the Settlement Website and will not be mailed to Settlement Class Members. The Long Form Notice appears as Exhibit 2 attached hereto.

19. "***No Refund Class***" means the approximately 195 Settlement Class Members who received no refund of their security deposit.

20. "***Notice***" means the notice of proposed class action settlement, together with the Claim Form, that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit 3.

21. "***Notice and Administration Costs***" means any and all costs and fees associated with administering the Settlement by the Settlement Administrator, including, but not limited to, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Funds, all costs of providing notice to the Settlement Class, costs for creating the Notice, Long Form Notice, and Settlement Website, any different or additional notice that might be ordered by the Court, and any other costs associated with administering the Settlement. These costs will be paid by Defendant directly to the Settlement Administrator, are estimated to be approximately $12,000.00, and are separate from, and in addition to, the relief provided to the Settlement Class.

22. "***Notice Deadline***" means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties agree to propose that the Notice Deadline be twenty one (21) days following the entry of the Preliminary Approval Order, unless



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extended by the Court.

23. "***Opt-Out Request***" means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

24. "***Opt-Out/Objection Period***" means the approximately 60-day period that begins the day Notice is first sent and ends on the opt out and objection deadline specified by the Court. The deadline for Settlement Class Members to opt out of the Settlement or to object to the Settlement will be specified in the Notice.

25. "***Opt-Out/Objection Deadline***" means the last day of the Opt-Out/Objection Period, agreed to by the Parties and as specified by the Court in the Preliminary Approval Order and set forth in the Notice, by which a Settlement Class Member must submit an Opt-Out Request or file an objection.

26. "***Partial Refund Class***" means the approximately 38 Settlement Class Members who received a partial refund of their security deposit.

27. "***Parties***" means Plaintiff and Defendant.

28. "***Plaintiff***" means Melanie Mills.

29. ***"Preliminary Approval"*** means the Court's Order Granting Preliminary Approval of the Agreement.

30. ***"Preliminary Approval Order"*** means the proposed Order granting preliminary approval substantially in the form attached hereto as Exhibit 5.

31. "***Release***" means the release of the Released Claims against the Released Parties by the Releasing Settlement Class Members.

32. "***Released Claims***" means any and all past, present, and future claims, causes of action, suits, obligations, debts, demands, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether known or unknown, and whether based on federal law, state law, common law, or any other source of law, that Plaintiff or any Settlement Class Member has or may have against the Released Parties arising from or related to the Action, including all claims arising from or related to Defendant's retention of, notice of intention to impose a claim upon, or collection activity concerning the security deposits and related outstanding balances of Settlement Class Members, including claims under the Florida Residential Landlord and Tenant Act, Fla. Stat. § 83.49, and the Florida Consumer Collection Practices Act, Fla. Stat. § 559.55 et seq. This Settlement does not release: (a) any claims for personal injuries; or (b) any defense, setoff, or recoupment right that a Settlement Class Member may assert in response to any action or collection proceeding by Defendant, or anyone acting on or through Defendant, to collect an outstanding balance that is not subject to Debt Relief under this Settlement, provided that any such defense, setoff, or recoupment may be used solely to reduce or defeat the amount claimed and shall not support any affirmative recovery, counterclaim, damages, statutory penalty, or award of attorneys' fees or costs against any Released Party, and provided further that no such defense, setoff, or recoupment may be based on the adequacy, timing, or manner of any notice of intention



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to impose a claim on a security deposit.

33. "***Released Parties***" means Defendant and all of its affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, apartment managers or management companies, and any and all present and former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendant had a controlling interest or which are affiliated with Defendant, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities, including Ignacio Murman and Jose Tomas Silva and any other owners of the apartments that were rented to the Class Members during the Class Period.

34. "***Releasing Settlement Class Members***" means Plaintiff and all Settlement Class Members, other than those who submit timely and proper Opt-Out Requests.

35. "***Settlement***" means the compromise and settlement of the Action as contemplated by this Agreement.

36. "***Settlement Administrator***" means the settlement administration company selected by the Parties, subject to Defendant's prior written approval (which shall not be unreasonably withheld), and approved by the Court. The Settlement Administrator shall be responsible for providing the class Notice as well as the services related to the administration of the Settlement that are addressed and defined herein.

37. "***Settlement Award***" means the payment available to each Claimant, as follows: (a) for a member of the Partial Refund Class, thirty percent (30%) of the portion of his or her security deposit that Defendant retained; and (b) for a member of the No Refund Class, fifty percent (50%) of his or her security deposit.

38. "***Settlement Class***" means the individuals defined and identified as follows:

> 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 this Agreement.
>
> The Settlement Class consists of two classes: the Partial Refund Class and the No Refund Class.
>
> 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; and (5) any Settlement Class



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Member who timely opts out of this Action, (6) any counsel of record, and (7) any class member who had already released the claims at issue in this Agreement with Defendant.

39. "***Settlement Class Members***" means the Settlement Class Representative and all members of the Settlement Class.

40. "***Settlement Class Representative***" means Melanie Mills, the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

41. "***Settlement Class Representative Incentive Payment***" means the additional amount Plaintiff may request she be paid as Settlement Class Representative under this Agreement.

42. "***Settlement Effective Date***" means the date by when both of the following have occurred: (a) the Court enters a Judgment and the Final Approval Order, and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Class Member objects to the Agreement, one (1) day after the Court enters the Judgment; (b) if one or more Class Members object to the Agreement but no timely appeal is filed, 31 (thirty-one) days after the Court enters the Judgment; (c) if one or more Class Members object to the Agreement and a timely appeal is filed, two (2) days after the appellate court affirms the Judgment and issues its mandate and the time for any further review (including any motion for rehearing or petition for discretionary review) has expired without such review being sought or, if sought, it has been finally resolved in a manner affirming the Judgment. Any appeal or other proceeding relating solely to the amount of Attorneys' Fees and Litigation Expenses or any Settlement Class Representative Incentive Payment shall not delay or affect the occurrence of the Settlement Effective Date for any other purpose under this Agreement.

43. "***Settlement Funds***" means the funds Defendant deposits with the Settlement Administrator to pay the Settlement Awards of all Claimants. Based on the data Defendant provided, which reflects total security deposits of $320,545.00 for 279 tenants (an average of $1,148.90) and $30,295.00 in partial refunds already issued, the Settlement Awards available to the Settlement Class total approximately $116,027.45 if every Settlement Class Member were to submit a valid Claim Form, consisting of approximately $4,009.04 for the Partial Refund Class and approximately $112,018.41 for the No Refund Class. The 46 tenants reflected in Defendant's data who are not Settlement Class Members are excluded because, according to Defendant's records, they received a full refund of their security deposit or otherwise do not meet the definition of the Settlement Class. Each Claimant's Settlement Award shall be calculated from Defendant's business records for that Claimant, which shall be conclusive unless the Claimant submits documentary evidence to the contrary to the Settlement Administrator by the Claims Deadline. The Settlement Administrator shall resolve any such dispute after considering the Claimant's documentation and any response from Defendant, and its determination shall be final and not subject to appeal.



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## III. RECITALS

44. On October 14, 2026, the Parties participated in a mediation with the Honorable Jose Rodriguez (Ret.), where the Parties signed a term sheet outlining the material terms of this Agreement.

45. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff's and the Settlement Class Members' claims against Defendant, including, but not limited to: (i) exchanging informal discovery; (ii) obtaining and analyzing relevant class data-related information; and (iii) researching the applicable law and the potential defenses. Based on its full and, independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by Defendant, class certification risk, summary judgment risk, trial risk, and appellate risk.

46. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged and asserts its actions comply with all applicable provisions of federal and state law and that it is not liable for any of the claims asserted. Defendant also continues to assert the Action fails to meet the prerequisites necessary for class action treatment under applicable law but, despite this belief, will not oppose certification of the Settlement Class contemplated by this Agreement for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendant does not waive its objections to certification of the Settlement Class.

47. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiff's and the Settlement Class Members' claims against Defendant and the Released Parties, with the exception of claims of Settlement Class Members who properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in this Agreement. Defendant shall retain any existing defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

48. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

## IV. CERTIFICATION OF THE SETTLEMENT CLASS

49. The Settlement contemplates Plaintiff will move for an order preliminarily approving the Settlement Agreement and granting certification of the Settlement Class. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only. This Settlement further contemplates, and all counsel, Parties, and Released Parties agree, that none of the Released Parties are admitting that class certification is appropriate, or that any violation of any state, federal or local statute or common law occurred, or that any damages were suffered by Plaintiff or any putative class member. The Released Parties retain their rights to object to certification of this Action, or any other class action, should the Settlement ultimately not receive final approval.

50. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the



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certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party, and Released Party, shall retain all their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any of the Released Parties.

## V. TERMS OF SETTLEMENT

51. ***Settlement Funds***. Within ten (10) days after the Claims Deadline, the Settlement Administrator shall provide the Parties a report identifying each Claimant and the amount of each Claimant's Settlement Award. No later than fourteen (14) days after the later of the Settlement Administrator's report or the Settlement Effective Date, Defendant shall deposit the Settlement Funds with the Settlement Administrator. Settlement Class Members who do not submit a valid Claim Form will not receive a Settlement Award, and Defendant shall have no obligation to pay any amount on their behalf. The Settlement Awards and the Debt Relief will satisfy all claims of Plaintiff and the Settlement Class Members in exchange for the Release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from the Released Claims, and dismissal of the Action with prejudice.

52. ***Additional Settlement Class Members***. The relief provided in this Agreement is based on Defendant's good-faith estimate, based on records reasonably available, that the Settlement Class consists of 233 Settlement Class Members, of whom 38 are members of the Partial Refund Class and 195 are members of the No Refund Class, and that the outstanding balances subject to Debt Relief total $136,726.00. If additional persons are identified who should have been included in the Settlement Class, each such person shall be included in the Partial Refund Class or the No Refund Class, as applicable, and shall be entitled to the same relief provided to other members of that class, subject to the following limitations. Defendant's total obligation for Settlement Awards shall not exceed $127,630.20 (one hundred ten percent (110%) of the estimated maximum Settlement Awards), and if valid claims would exceed that amount, each Settlement Award shall be reduced pro rata.

53. ***Debt Relief***. Within thirty (30) days after the Settlement Effective Date, and regardless of whether a Claim Form is submitted, Defendant shall reduce to $0.00 the outstanding balance owned or controlled by Defendant that it claims is owed by each member of the No Refund Class. Defendant shall permanently waive and forgive each such balance and shall not, directly or indirectly, collect, attempt to collect, assign, sell, transfer for collection, report as presently due and owing, or commence or maintain any action or proceeding seeking recovery of any amount subject to Debt Relief. Within the same thirty (30) day period, Defendant shall use commercially reasonable efforts to recall any such balance placed with a collection agency and to request that each consumer reporting agency to which Defendant, or anyone acting on its behalf, reported the balance delete the related tradeline or collection account. Defendant shall not be responsible for the acts or omissions of any collection agency, consumer reporting agency, or other third party following such request. Before any Settlement Class Member, Plaintiff, or Class Counsel seeks to enforce this paragraph, written notice describing the alleged noncompliance must be provided to Defendant's counsel, and Defendant shall have thirty (30) days after receipt to cure.

54. ***Taxes***. Defendant makes no representation regarding the tax treatment or



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consequences of any Settlement Award, Debt Relief, Settlement Class Representative Incentive Payment, or other payment or benefit under this Agreement. Each recipient shall be solely responsible for his or her own tax obligations arising from this Settlement. Defendant and the Settlement Administrator may issue any tax reporting forms they determine are required by law, including IRS Form 1099-C or Form 1099-MISC.

55. ***Notice and Administration Costs***. Notice and Administration Costs shall be paid by Defendant directly to the Settlement Administrator, are estimated to be approximately $12,000.00, and are separate from, and in addition to, the relief provided to the Settlement Class. The Parties shall be jointly responsible for supervising the Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall use its best efforts to provide notice to the Settlement Class, as described in this Agreement, the Preliminary Approval Order, and as may be ordered by the Court.

56. ***Mediation Costs***. Defendant shall be solely responsible for the full cost of the mediation conducted with Jose Rodriguez on October 14, 2026, including both Plaintiff's and Defendant's respective shares of the mediation fees and costs, estimated to be approximately $5,000.00. Defendant shall pay all outstanding mediation fees and costs directly to the mediator and shall reimburse Plaintiff's counsel for any amounts previously paid to the mediator, including any nonrefundable administrative fees and any portion of Plaintiff's counsel's deposit or retainer applied toward mediation fees or costs. Defendant's obligation to pay all mediation fees and costs shall be in addition to, and separate from, any attorneys' fees and litigation costs payable under this Agreement, and no amounts paid pursuant to this provision shall reduce or offset any other payments required under this Agreement.

57. ***Attorneys' Fees and Litigation Expenses***. Class Counsel will petition the Court for Attorneys' Fees and Litigation Expenses in the total amount of $45,501.20, consisting of $45,000.00 in attorneys' fees and $501.20 in litigation costs ($426.20 for the case filing fee and $75.00 for service of process), which Defendant agrees to pay separately from the relief provided to the Settlement Class and the Notice and Administration Costs. Attorneys' Fees and Litigation Expenses approved by the Court shall be paid by Defendant directly to Class Counsel. The Attorneys' Fees and Litigation Expenses shall be evaluated as a percentage of the total benefit made available to the Settlement Class, consisting of the maximum Settlement Awards and the Debt Relief, which totals approximately $252,753.45. In the event the Court does not approve the Attorneys' Fees and Litigation Expenses requested by Class Counsel, or awards an amount less than that requested, such decision shall not affect the validity and enforceability of the Settlement. Plaintiff and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses, but any such appeal shall not delay the Settlement Effective Date or the performance of any other obligation under this Agreement. Defendant's obligation to pay Attorneys' Fees and Litigation Expenses shall be limited to $45,501.20, and Defendant shall be under no obligation to pay any amount in excess of that amount. Defendant shall pay Class Counsel the Attorneys' Fees and Litigation Expenses awarded by the Court by wire within twenty (20) days of the later of the Settlement Effective Date or the date Class Counsel provides Defendant a W-9 and wire instructions. Class Counsel shall be solely responsible for allocating any Attorneys' Fees and Litigation Expenses among any counsel claiming an interest therein. Plaintiff and Class Counsel shall indemnify and hold harmless Defendant and the Released Parties from any claim, lien, or



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demand by any attorney, law firm, or other person for fees, costs, or expenses arising from the Action or this Settlement. Upon payment of the Attorneys' Fees and Litigation Expenses awarded by the Court, Plaintiff, Class Counsel, and any counsel acting on behalf of Plaintiff or the Settlement Class release Defendant and the Released Parties from any further claim for attorneys' fees, costs, or expenses arising from or related to the Action.

58. ***Settlement Class Representative Incentive Payment***. Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment of up to $3,000.00 (in addition to any Settlement Award Plaintiff may receive under this Agreement), in consideration for, among other things, the general release provided by Plaintiff in this Agreement. Any Settlement Class Representative Incentive Payment approved by the Court shall be paid by Defendant directly to Plaintiff by check within twenty (20) days of the Settlement Effective Date, after Plaintiff provides a mailing address and W-9 to Defendant. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. Plaintiff retains her right to appeal any decision by the Court regarding the application, but any such appeal shall not delay the Settlement Effective Date.

59. ***Settlement Award to Settlement Class Members***. The Settlement Administrator will manage the Notice and claims process in cooperation with Class Counsel and Defendant's counsel and in accordance with this Agreement. Each Claimant shall be paid his or her Settlement Award. Each member of the No Refund Class shall receive Debt Relief whether or not he or she submits a Claim Form.

60. Defendant will not be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or entity, either directly or indirectly, in connection with this Action, this Settlement Agreement, or the proposed Settlement, other than the amount or amounts expressly provided for in this Settlement Agreement.

## VI. NOTICE TO THE CLASS

61. Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall produce the Class List to the Settlement Administrator.

62. ***Data Protection***. The Settlement Administrator shall use the Class List and all other information provided by Defendant solely for purposes of administering this Settlement, shall not disclose it except as required to perform its duties under this Agreement or by order of the Court, and shall maintain it using reasonable administrative, technical, and physical security measures. Within sixty (60) days after completion of all administration duties, the Settlement Administrator shall destroy all such information and certify the destruction in writing to the Parties, except as otherwise required by law or order of the Court. Class Counsel shall use any Class List information it receives solely for purposes of this Settlement.

63. Within twenty-one (21) days after Preliminary Approval, the Settlement Administrator shall implement the notice program, as set forth in this Section and as directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

A. ***Notice***. The Settlement Administrator shall send the Notice by email to each Settlement



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Class Member for whom Defendant has an email address, and by U.S. mail, to the last known mailing address updated through the National Change of Address database, to each Settlement Class Member for whom Defendant has no email address or whose email is returned as undeliverable. The Notice shall include a Claim Form containing a class member ID and shall direct recipients to the Settlement Website, where they may update their address and submit a Claim Form online. The Settlement Administrator shall re-mail, one time, any U.S. mail returned as undeliverable for which an alternative address can be located, and shall undertake reasonable means to locate alternative addresses for returned notices.

B. ***Website Notice***. The Settlement Administrator will establish and maintain a settlement website dedicated to the Settlement, on which will be posted the Long Form Notice, the Notice, the Claim Form, this Agreement, the complaint, the motion for preliminary approval and corresponding order, the motion for Attorneys' Fees and Litigation Expenses and a Settlement Class Representative Incentive Payment and corresponding order, and the motion for final approval and corresponding order. These documents shall be available on the Settlement Website promptly following entry of the Preliminary Approval Order or when filed, and shall remain until the stale date of the Settlement Awards. The Settlement Administrator shall secure the URL www.steelblocksettlement.com for the Settlement Website or, if unavailable, another URL mutually agreed upon by the Parties or determined by the Court.

## VII. CLAIM PROCESS

64. Settlement Class Member who wishes to receive a Settlement Award must fully complete the Claim Form and submit it online through the Settlement Website by the Claims Deadline, or by U.S. mail to the Settlement Administrator postmarked by the Claims Deadline.

The Settlement Administrator shall maintain a list of persons who have timely submitted Claim Forms and shall provide such list to the Parties upon written request.

## VIII. OPT-OUT PROCESS

65. A Settlement Class Member who wishes to be excluded from 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.

66. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties upon written request.

## IX. OBJECTION PROCESS



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67. A Settlement Class Member who wishes to object to any matter concerning the Settlement must file with the Court and copy the Parties' counsel on his or her objection, in writing, on or before the Opt-Out/Objection Deadline.To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide the following information: (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 documents the objecting Settlement Class Member wishes to submit in support of his/her/its position. An individual who opts out of the Settlement is no longer a Settlement Class Member and cannot object to the Settlement.

68. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear by the Opt-Out/Objection Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice , and who has not timely filed an objection in accordance with the requirements set out in the Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

## X. DISTRIBUTION PROCESS

69. The timing of Defendant's payment of the Settlement Funds is:

A. No later than fourteen (14) days after the later of the Settlement Administrator's report of Claimants or the Settlement Effective Date, Defendant shall deposit the Settlement Funds with the Settlement Administrator.

B. Within twenty (20) days of the later of the Settlement Effective Date or the date Class Counsel provides Defendant a W-9 and wire instructions, Defendant shall pay Class Counsel's Attorneys' Fees and Litigation Expenses awarded by the Court directly to Class Counsel.

***Settlement Award Payments***. Settlement Awards shall be paid by the method of payment selected by the Claimant on the Claim Form. Within thirty (30) days after the later of the Claims Deadline or the Settlement Effective Date, the Settlement Administrator shall send the Settlement Award to each Claimant. The Settlement Administrator shall undertake reasonable means to locate current addresses for all returned checks. Checks will be valid for seventy-five (75) days from the date on the check. The amounts of any checks that remain uncashed more than ninety (90) days after the date on the check shall revert to Defendant, consistent with the claims-made structure of this Settlement, unless the Court requires otherwise, in which case they will be included as part of a Cy Pres Distribution (as defined below).

***Cy Pres Distribution***. If the Court requires that the amounts of uncashed checks be



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distributed rather than revert to Defendant, those funds shall be distributed to the following cy pres recipient, subject to Court approval: Florida Rural Legal Services, Inc., for the benefit of its tenant and housing assistance services in Lee County, Florida.

## XI. RELEASE

70. Effective as of the Settlement Effective Date, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members release the Released Parties from the Released Claims.

71. The Class Representative and Settlement Class Members recognize that even if they later discover facts in addition to or different from those they know or believe to be true, they nevertheless agree that upon entry of the Final Approval Order and Judgment, the Plaintiff and Settlement Class Members fully, finally, and forever settle and release any and all of the Released Claims. The foregoing release was bargained for and is a material element of this Settlement Agreement.

72. The Parties acknowledge that this Settlement, including the Release provided in this Section, reflects a compromise of disputed claims.

73. The Final Approval Order shall dismiss the Action with prejudice and shall incorporate the terms of this Release.

74. ***General Release by Plaintiff***. Effective as of the Settlement Effective Date, and in consideration of the Settlement Class Representative Incentive Payment and the other benefits of this Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, successors, and assigns, fully and forever releases the Released Parties from any and all claims of any kind, whether known or unknown, suspected or unsuspected, that she has or may have against any of the Released Parties from the beginning of time through the date of her Execution of this Agreement, excluding only claims to enforce this Agreement. Plaintiff expressly waives the benefit of any statute or common-law principle that would otherwise limit a general release to claims known or suspected at the time of the release, and acknowledges that she may later discover facts different from or in addition to those she now knows or believes to be true, and that this release shall nonetheless remain fully effective.

## XII. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

75. Class Counsel shall apply to the Court for the entry of an order requesting the following relief:

A. Preliminarily approving the Settlement;

B. Conditionally certifying the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement;

C. Approving the form and content the proposed Notice, and plan for its distribution;

D. Scheduling a fairness hearing on the question of whether the proposed Settlement should



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be finally approved as fair, reasonable, and adequate;

E. Formally appointing Class Counsel as class counsel;

F. Approving Plaintiff as Settlement Class Representative;

G. Approving the Settlement Administrator; and

H. Setting the Notice Deadline and the Opt-Out/Objection Deadline.

76. Subject to the provisions of this Agreement, Defendant's counsel agrees to cooperate in good faith with Class Counsel as necessary with to securing entry of the Preliminary Approval Order and the Final Approval Order.

## XIII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

77. Following Preliminary Approval of the Settlement, and no later than the filing of the motion for final approval, Class Counsel will submit a proposed Final Approval Order in substantially the form attached hereto as Exhibit 1, except as otherwise required by the Court.

## XIV. MUTUAL FULL COOPERATION

78. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate the terms of this Settlement. Nothing in this paragraph shall require Defendant to make any payment or incur any monetary obligation beyond the amounts expressly specified in this Agreement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

## XV. CONDITIONS FOR TERMINATING THE AGREEMENT

79. In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

80. ***Opt-Out Threshold***. If the number of timely and valid Opt-Out Requests exceeds ten percent (10%) of the Settlement Class Members identified on the Class List, Defendant may, in its sole discretion, terminate this Agreement by written notice to Class Counsel within ten (10) days after the Settlement Administrator provides the Parties the final list of Opt-Out Requests following the Opt-Out/Objection Deadline.



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81. ***Additional Termination Rights***. Defendant may also terminate this Agreement by written notice to Class Counsel within ten (10) days after: (i) the Court, or any appellate court, declines to approve or materially modifies the Release, the definition of Released Claims or Released Parties, or the monetary terms of this Agreement (excluding any reduction in Attorneys' Fees and Litigation Expenses or the Settlement Class Representative Incentive Payment); or (ii) the occurrence of any event permitting termination under the Additional Settlement Class Members provision of this Agreement. Upon any termination under this Agreement, the provisions of this Section regarding nullity, inadmissibility, and restoration of the Parties' positions shall apply.

## XVI. SIGNATORIES' AUTHORITY

82. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

## XVII. NO PRIOR ASSIGNMENTS

83. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

## XVIII. NOTICES

84. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given:

(i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

A. To the Class:

Matthew Peterson
Consumer Law Advocate, PLLC
1000 Brickell Ave, Suite 715
Miami, FL 33131
mtp@lawsforconsumers.com

B. To Defendant

Robert Neary
Kozyak Tropin Throckmorton
2525 Ponce de Leon Boulevard, Floor 9
Coral Gables, Fl 33134



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

## XIX. MISCELLANEOUS PROVISIONS

85. ***Construction***. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations, including a mediation with Jose Rodriguez, between the Parties and that this agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in drafting it.

86. ***Captions and Interpretations***. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

87. ***Modification.*** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any such modification is subject to Court approval.

88. ***Integration Clause.*** This Agreement, the exhibits hereto, and any other documents delivered pursuant thereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

89. ***Binding on Assigns.*** This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

90. ***Counterparts.*** This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

91. ***Disagreements.*** The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement, and the Final Approval Order shall expressly provide that the Court retains continuing jurisdiction over the Parties, the Settlement Class Members, and this Agreement for purposes of its interpretation, implementation, and enforcement. Before filing any motion or other proceeding to enforce this Agreement, the moving party shall provide written notice to the other Party's counsel describing the alleged breach in reasonable detail, and the other Party shall have fifteen (15) days after receipt to cure (or such longer period as is specified elsewhere in this Agreement). Each Party shall bear its own attorneys' fees and costs in connection with any dispute regarding the interpretation or enforcement of this Agreement.



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92. ***Applicable Law.*** This Agreement shall be governed by Florida law without regard to its choice of law or conflicts of law principles or provisions.

93. ***No Admission; Inadmissibility.*** Neither this Agreement, its exhibits, any negotiations or proceedings relating to it, nor any act performed or document executed under or in furtherance of it, is or shall be deemed or construed to be an admission of any liability, wrongdoing, or fault by Defendant or any Released Party, or of the propriety of class certification. Consistent with Fla. Stat. § 90.408, none of the foregoing shall be offered or received in evidence in any action or proceeding for any purpose, except in a proceeding to approve, interpret, or enforce this Agreement.

94. ***Non-Disparagement and Public Statements.*** Plaintiff, Class Counsel, and Defendant shall not make any public statement regarding the Action or the Settlement other than an agreed neutral statement substantially to the effect that "the matter has been resolved to the mutual satisfaction of the parties, subject to Court approval," and otherwise shall respond to inquiries with "no comment." Plaintiff and Class Counsel shall not make any statement, through any medium, that disparages Defendant or any Released Party in connection with the Action or the Settlement. Nothing in this paragraph restricts communications required by law, communications with the Court, or communications by Class Counsel with Settlement Class Members regarding their rights under the Settlement consistent with the Notice.

95. ***Lien Indemnity.*** Plaintiff and Class Counsel represent that they are not aware of any lien or claim by any third party on any amount payable under this Agreement, and shall indemnify and hold harmless Defendant and the Released Parties from any lien or claim asserted by any third party against any payment made under this Agreement to Plaintiff or Class Counsel.

**SIGNATURES**

ACCEPTED AND AGREED:

Melanie Mills

Melanie Mills

10 / 22 / 2026

Date

ACCEPTED AND AGREED:

Steelblock, LLC
By:
Title:

Date



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**SIGNATURES**

ACCEPTED AND AGREED:

Melanie Mills

Melanie Mills

10 / 22 / 2026

Date

ACCEPTED AND AGREED:

Steelblock, LLC

Ignacio Murman (Oct 22, 2026 17:16:54 EDT)

By: Ignacio Murman

Title: Managing member

10/22/2026

Date



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ACCEPTED AND AGREED (as to the provisions applicable to Class Counsel):
Consumer Law Advocate, PLLC

By:_____ 10 / 22 / 2026

Date



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# EXHIBIT 1

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**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT**
**IN AND FOR LEE COUNTY, FLORIDA**

**Melanie Mills, on behalf of herself and all others similarly situated,**

**CASE NO.: 26-CA-000164**

**Plaintiff,**

**v.**

**Steelblock, LLC,**

**Defendant.**
_____/

**(AGREED) FINAL ORDER APPROVING**
**PROPOSED CLASS ACTION SETTLEMENT**

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

## I. FINDINGS OF FACT

Plaintiff is a natural person, resident of Florida, and citizen of Florida, who was a former tenant of Defendant and paid a security deposit to Defendant as part of her tenancy. Defendant is a limited liability company that owned and/or managed residential units in Florida, including in Lee County.

In this lawsuit, Plaintiff alleges that it is Defendant's business practice to send its notice of



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intention to impose a claim on a tenant's security deposit (1) by email rather than by certified mail, and (2) without the disclosure required by Fla. Stat. § 83.49(3)(a), including the statement advising the tenant of the 15-day period to object, and then to retain all or part of the tenant's security deposit.

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

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

**SETTLEMENT TERMS**

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

All persons in Florida, 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 Parties' Agreement. The Settlement Class consists of two classes: the Partial Refund Class and the No Refund Class. 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; and (5) any Settlement Class Member who timely opts out of this Action, (6) any counsel of record, and (7) any class member who had already released the claims at issue in this Agreement with Defendant.

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

**Monetary Relief:** Defendant will pay each Settlement Class Member who does not opt out of the Settlement and who submits a valid and timely Claim Form a Settlement Award of thirty percent (30%) of the portion of his or her security deposit that Defendant retained, for members of the Partial Refund Class, or fifty percent (50%) of his or her security deposit, for members of the No



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Refund Class. If every Settlement Class Member submitted a valid Claim Form, the Settlement Awards would total approximately $116,027.45.

**Debt Relief:** Additionally, Defendant has agreed to bring to $0 all outstanding balances it claims are owed by members of the No Refund Class, without the need for a claim, and to request that the consumer reporting agencies delete any related tradelines or collection accounts. The total amount of debt relief benefits that the class will receive is $136,726.00.

**Class Representative Incentive Award:** Plaintiff shall receive a payment separate from any Settlement Award in the amount of $3,000.00 in exchange for her providing Defendant with a General Release separate and apart from the claims released by all Settlement Class Members and for her efforts as class representative.

**Attorney Fees and Expenses:** Plaintiff and the Class have been represented by Consumer Law Advocate, PLLC in this matter. Defendant has agreed to pay Class Counsel $45,000.00 in attorneys' fees and $501.20 in litigation costs, for a total of $45,501.20. This amount is paid separate from and in addition to the relief provided to the Settlement Class and is not deducted from the Settlement Class, recovery.

## II. CLASS NOTICE, OPT-OUTS and OBJECTIONS

On [DATE], this Court granted Preliminary Approval to this proposed Settlement. In the Court's Preliminary Approval Order, the Court approved the form, substance, and requirements of the Notice of Settlement (the "Notice"). The class consists of 233 class members. Notice to the Class was sent pursuant to the Court's Order and re-mailings were accomplished in an attempt to find all Class Members. The Settlement Website made available the Long Form Notice, Claim Form, Settlement Agreement, relevant motions,. The Court finds that the Notice program satisfies due process. *See* Exhibit 1 of Plaintiff's Memorandum in Support of Final Approval (Declaration



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of ADMIN.) [NUMBER] class members submitted valid Claim Forms. *Id.* As of the opt-out deadline of [DATE], [NUMBER] class members opted out of the Settlement. *Id.* The objection deadline for the class was [DATE]. As of that date, [NUMBER] class members filed an objection to the terms of the Settlement. Id. The Court notes that [NUMBER] objections have been filed in the record as of the date of the Final Fairness Hearing.

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

To approve a class action settlement, the trial court must find that the agreement was fair, reasonable, and adequate. *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 1173-74 (Fla. Dist. Ct. (*citing* Fed.R.Civ.P. 23(e)(1)(C)), and *Ramos v. Philip Morris Cos.,* 743 So.2d 24, 31 (Fla. 3d DCA 1999)). The factors that should be considered in making this determination include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* (*citing Bennett v. Behring Corp.,* 737 F.2d 982, 986 (11th Cir.1984)).

In determining the adequacy of the proposed Settlement, the Court need not and does not decide the merits of the case. This Court has considered the submissions of the Parties. The Settlement provides a significant benefit to all Class Members. Given the timing and legal obstacles if this case were litigated to a final conclusion, and the perils of maintaining an action through a final judgment or appeal, this Court finds that the Settlement provides a reasonable and adequate recovery that is fair to all Class Members. If this case were to proceed without settlement, the resulting litigation would be complex, lengthy, and expensive. As a result, the relief provided



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herein appears fair, adequate and reasonable.

This Court may also consider the opinions of the participants, including Class Counsel, when considering the fairness of a class action settlement. Class Counsel has adequate experience in the prosecution of large and complex consumer class actions. Counsel for the Defendant is likewise adequately experienced in class action litigation. This Court gives credence to the opinions of counsel, amply supported by the Court's independent review, that the Settlement is a beneficial resolution of the class action claims.

In addition to finding that the terms of the proposed Settlement are fair, reasonable, and adequate, the Court must also determine there is no fraud or collusion between the parties or their counsel negotiating the settlement terms. *Bennett*, 737 F.2d 986; *Miller v. Republic National Life Ins. Co.*, 559 F.2d 426, 428-29 (5th Cir. 1977). In this case, there is no suggestion of fraud or collusion between the parties The Settlement was achieved through an arms-length mediation with the Honorable Jose Rodriguez (Ret.). Furthermore, the terms of the Settlement make it clear that the mediation process through which the settlement was achieved was independent and fair. *Miller*, 559 F.2d at 429. Accordingly, the terms of the Settlement Agreement, including all exhibits thereto, are fully and finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Representative Plaintiff and the Class Members.

The Parties also agreed that Plaintiff, in addition to her recovery as a Member of the Class, will receive $3,000.00 as a class representative incentive award and in exchange for an individual General Release to Defendant. The Court finds the award reasonable and comparable to incentive awards in similar actions.

Finally, the Parties negotiated and agreed through the Settlement Agreement that Defendant shall pay $45,000.00 in attorneys' fees and $501.20 in litigation costs, for a total of $45,501.20 (collectively, the "Attorney Fee Award"). This Court finds that the stipulated Attorney



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Fee Award to Class Counsel is fair and reasonable compensation to Class Counsel.

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

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

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

3. Effective as of the Settlement Effective Date, and for good and valuable consideration, all Releasing Settlement Class Members—Plaintiff and all Settlement Class Members other than those who submit timely and proper Opt-Out Requests—release the Released Parties from the Released Claims. The Released Parties are Defendant and all of its affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, apartment managers or management companies, and any and all present and former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendant had a controlling interest or which are affiliated with Defendant, as well as all persons acting by, through, under or in concert with any



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of these persons or entities, including Ignacio Murman and Jose Tomas Silva and any other owners of the apartments rented to the Class Members during the Class Period. The Released Claims are any and all past, present, and future claims, causes of action, suits, obligations, debts, demands, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether known or unknown and whether based on federal law, state law, common law, or any other source of law, that Plaintiff or any Settlement Class Member has or may have against the Released Parties arising from or related to the Action, including claims arising from or related to Defendant's retention of, notice of intention to impose a claim upon, or collection activity concerning the security deposits and related outstanding balances of Settlement Class Members, including claims under the Florida Residential Landlord and Tenant Act, Fla. Stat. § 83.49, and the Florida Consumer Collection Practices Act, Fla. Stat. § 559.55 et seq. This Release does not release (a) any claims for personal injuries; or (b) any defense, setoff, or recoupment right that a Settlement Class Member may assert in response to any action or collection proceeding by Defendant, or anyone acting on or through Defendant, to collect an outstanding balance that is not subject to Debt Relief under the Settlement, provided that any such defense, setoff, or recoupment may be used solely to reduce or defeat the amount claimed and shall not support any affirmative recovery, counterclaim, damages, statutory penalty, or award of attorneys' fees or costs against any Released Party, and provided further that 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. The Action is dismissed with prejudice, and this Final Approval Order incorporates the terms of this Release.

4. The persons who timely and properly opted out of the Settlement are excluded from the Settlement, shall not be bound by this Final Approval Order and Judgment or the Release, and Defendant retains any existing defenses to their claims.



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5. Defendant shall deposit with the Settlement Administrator the funds needed to pay the Settlement Awards of all Claimants, and the Settlement Administrator shall disburse the Settlement Awards to Claimants, in accordance with the provisions of the Settlement Agreement.

6. Defendant shall bring to $0 the outstanding balances it claims are owed by all members of the No Refund Class, inform any debt collector holding any such account that the account is closed with a $0 balance, and request that the consumer reporting agencies delete any related tradelines or collection accounts.

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

8. The Court retains continuing jurisdiction over the Parties, the Settlement Class Members, and the Settlement Agreement for purposes of its interpretation, implementation, and enforcement of the Settlement Agreement and Final Order and Judgment.

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

DONE AND ORDERED in Chambers in Fort Myers, Lee County, Florida this _____ day of _____, 2027.

_____
Circuit Court Judge



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# EXHIBIT 2

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*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 January 8, 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 [Claims Deadline], or submit an online Claim Form at www.steelblocksettlement.com by [Claims Deadline]. |



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| | |
|---|---|
| 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 [Opt-Out Deadline]. |
| 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 [Objection Deadline]. |
| 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 [Deadline]. 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**



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**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.**

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 deposits. Plaintiff alleges that Defendant sent its notices of intention to impose a claim on tenants' security deposits by email rather than certified mail, and that the notices did not contain the 15-day objection language the statute requires. Defendant 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



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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 address], 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



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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?



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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 [Claims Deadline]. 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 [Final Approval Hearing date] 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 [Opt-Out Deadline] to the Settlement Administrator at Mills v. Steelblock Settlement, c/o [Settlement Administrator address].**

### 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.



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## 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 [Opt-Out/Objection Deadline].**

To the Class:

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

To the Defendant

Robert Neary
Kozyak Tropin Throckmorton
2525 Ponce de Leon
Boulevard, Floor 9
Coral Gables, FL 33134

And

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



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## 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 [time] on [date] via Zoom. 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 [Deadline]. 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



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Agreement by visiting the Settlement Website, www.steelblocksettlement.com, or you can write to the Settlement Administrator at Mills v. Steelblock Settlement, c/o [Settlement Administrator address]. 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.**



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# EXHIBIT 3

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# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

This notice is merely to inform you about rights you have regarding a proposed Class Action Settlement related to your Apartment Lease with or managed by Steelblock, LLC ("Defendant").

Defendant owned and/or managed the rental home where you lived and paid a security deposit, according to its 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 regarding its security deposit return practices. The Settlement Class includes the following people:

> All persons in Florida, from January 8, 2021 through June 30, 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 "Class"). The Settlement Class consists of two classes: the Partial Refund Class, approximately 38 class members who received a partial refund of their security deposit, and the No Refund Class, approximately 195 class members who received no refund of their security deposit.

**LITIGATION SUMMARY:** 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 deposits. Plaintiff alleges that Defendant sent its notices of intention to impose a claim on tenants' security deposits by email rather than certified mail, and without the 15-day objection language the statute requires. Defendant has denied all liability and presented defenses to the claims 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 and non-monetary benefits set forth in the Settlement. All Settlement Class members will release Defendant from all liability arising from the claims in the lawsuit involving their Security Deposits.

**MONETARY BENEFITS:** Defendant will pay each Class Member who does not opt out of the settlement and who files a valid Claim Form as follows. If you are in the Partial Refund Class, you will receive 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 receive 50% of your security deposit. For example, if you paid a $1,000 deposit, you would receive $500. If every Class Member submitted a valid Claim Form, the Monetary Benefits would total approximately $116,027.45.

**DEBT RELIEF BENEFITS (NO REFUND CLASS):** In addition to the Monetary Benefits, if you are in the No Refund Class, Defendant will reduce any outstanding account balance it claims



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you owe to $0. For example, if you paid a $1,000 security deposit, and after you moved out Defendant kept the $1,000 deposit and claimed that you still owed additional money that you have not paid, that remaining balance will be reduced to $0 as part of the Settlement, including if the balance was sent to a debt collector. Defendant will also ask the credit reporting agencies to delete any related tradeline or collection account. You do not need to submit a Claim Form to receive Debt Relief. The total amount of Debt Relief for all Class Members is $136,726.00.

**PARTICIPATING IN CLASS AND SETTLEMENT:** The enclosed Claim Form contains your Class Member ID: [ID]. To receive the Monetary Benefits, you must complete and submit the Claim Form online at www.steelblocksettlement.com, where you may also update your address, or mail a completed Claim Form to the Settlement Administrator at Mills v. Steelblock Settlement, c/o [Settlement Administrator address]. To be valid, mailed claims must be postmarked by [Claims Deadline]. If and when the Settlement is approved, your payment will be sent to you by the payment method you select on the Claim Form. If you are in the No Refund Class, your outstanding balance will be brought to $0 whether or not you submit a Claim Form.

All Settlement Class members who do not timely and properly opt out of the Settlement in the manner described below will release Defendant and the Released Parties from the Released Claims described in the Settlement Agreement (can be viewed at the Settlement website), subject to the carve-outs and limitations for personal injury claims and limited defenses, setoff, and recoupment rights.

**ATTORNEYS' FEES:** Defendant has agreed to pay Class Counsel's attorneys' fees and litigation costs separately from the class benefits. The attorneys' fees and costs are not coming out of any payments to Settlement Class members. Class Counsel will ask the Court to approve $45,000.00 in attorneys' fees and $501.20 in litigation costs, for a total of $45,501.20, and a service award of up to $3,000.00 to Plaintiff. The Settlement Class members do not need to pay Class Counsel. If you wish to hire your own attorney to object for you in this matter, or to represent you personally, you may do so at your own expense.

**OPTING OUT OF CLASS AND SETTLEMENT:** If you wish to be excluded from the Settlement Class and receive no settlement benefits, you must submit a written Request for Exclusion to the Settlement Administrator at Mills v. Steelblock Settlement, c/o [Settlement Administrator address], no later than [Opt-Out Deadline]. The Request for Exclusion must be personally signed by you, include your name and address, and include the following statement: "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." Requesting exclusion from the 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 object to the fairness of the settlement, provided that you file a written objection with the Court and copy the Parties' counsel—Class Counsel, Matthew T. Peterson of Consumer Law Advocate, PLLC, 1000 Brickell Ave, Suite 715, Miami, FL 33131; and Defense Counsel, Robert Neary, Kozyak Tropin Throckmorton, 2525 Ponce de Leon Boulevard, Floor 9, Coral Gables, FL 33134, and Jorge Fors,



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Jr., Fors Attorneys at Law, 1108 Ponce de Leon Blvd., Coral Gables, FL 33134—on or before [Objection Deadline].

Your written objection must be personally signed and include: (a) your full name, current address, and current telephone number; (b) documentation sufficient to establish your membership in the Settlement Class; (c) a statement of the reasons for your objection, including the factual and legal grounds for your position; and (d) copies of any documents you wish to submit in support of your position. An individual who opts out of the Settlement is no longer a Settlement Class Member and cannot object to the Settlement.

**FINAL FAIRNESS HEARING:** The Court will hold a Final Fairness Hearing on [date] at [time] before the Honorable Kieth R Kyle, 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, the Long Form Notice, and the Complaint at www.steelblocksettlement.com, or at the Lee County Clerk of Court, Lee County Justice Center, 1700 Monroe Street, Fort Myers, FL 33901. You may also call Class Counsel with any questions at (815) 999-9130.

This Notice has been Approved and Ordered by:
Honorable Kieth R Kyle, Circuit Court Judge



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# EXHIBIT 4

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# CLAIM FORM

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

**PAGE 1:**

Instructions: You may be eligible for a payment as part of the Settlement for this case. Fill out each section of this form and sign where indicated. You may submit this form online at www.steelblocksettlement.com or by mail to the Settlement Administrator at Mills v. Steelblock Settlement, c/o [Settlement Administrator address]. Please select whether you prefer to receive payment via Venmo, PayPal, Zelle, or check.

Class Member ID: _____

**We strongly encourage you to select an electronic payment method (Venmo, PayPal, or Zelle) instead of a paper check because you will receive your settlement payment faster, it is more efficient and secure than a paper check, and you won't need to update your address with the settlement administrator if your address changes before the payment is made.**

**THIS CLAIM FORM MUST BE SUBMITTED ONLINE BY, OR, IF MAILED, POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.**

| First Name | Last Name | |
|---|---|---|
| Street Address | | |
| City | State | ZIP Code |
| Email Address | | |
| Contact Phone#: | | |

You may be contacted by phone or email if further information is required.

***Select Payment Method.*** Select the box of how you would like to receive your payment and provide the requested information:

- o Zelle®
- o PayPal®
- o Venmo®
- o Check

*[Based on the selection, the claimant will be prompted to provide the information the Settlement Administrator requires to complete the payment]*

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**Class Member Verification:** By submitting this Claim Form, I declare that the following information is true and correct to the best of my knowledge: I am an individual who leased a residence in Florida at a property owned or managed by Steelblock, LLC, paid a security deposit, finished out the term of my lease, and moved out between January 8, 2021 and June 30, 2026, and Steelblock, LLC kept some or all of my security deposit. I have not opted out of the Settlement. I will notify the Settlement Administrator of any changes to information submitted on this Claim Form.

E- Signature: _____ Date: ___ /___ /_

The Settlement Administrator will review your Claim Form. If it is accepted, you will receive a settlement payment. If you are in the Partial Refund Class, your payment will be 30% of the portion of your security deposit that Defendant kept. If you are in the No Refund Class, your payment will be 50% of your security deposit. Each member of the No Refund Class will receive Debt Relief automatically, whether or not they submit a Claim Form; submission of this Claim Form is not required to receive that Debt Relief. 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 such dispute, and its determination will be final and not subject to appeal. If total valid claims exceed the Settlement cap, Settlement Awards may be reduced pro rata. This process takes time; please be patient.

[if *the claimant does not appear on the class list given the information provided on the claim form, the claimant will be directed to Page 2.]*

**PAGE2:**

Based on the information you provided, we are unable to confirm whether you are a class member for one of two reasons: either (1) some of the information you submitted on the claim form matches the class list, but other information does not (like first name, last name, address, and/or email address), or (2) none of the information you submitted matches the class list. If you believe you are a class member, please provide the following information so that the settlement administrator can further evaluate your claim.

1. If you submitted an abbreviated version of your first name on your claim form, instead of your full given name (for example, "Alex" instead of "Alexander"), or vice versa, please submit any other version(s) of your first name.

| **First Name(s)** (up to 3) |
| --- |
| |

2. If you have a maiden name or former last name, please submit it.

| **Maiden or Former Last Name(s)** (up to 3) |
| --- |
| |

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3. Please provide the address you rented from Defendant between 1/8/2021 and 6/30/2026

| **Prior Street Address(es)** (up to IO) |
| --- |
| |

# EXHIBIT 5

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**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT**
**IN AND FOR LEE COUNTY, FLORIDA**

**Melanie Mills, on behalf of herself and all others similarly situated,**

**CASE NO.: 26-CA-000164**

**Plaintiff,**

**v.**

**Steelblock, LLC,**

**Defendant.**
_____/

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

THIS CAUSE came before the Court on Plaintiff's Unopposed Motion filed by Melanie Mills, individually and on behalf of a class of persons similarly situated ("Plaintiff" or "Class Representative"), 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

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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 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 Certification of Settlement Class and Preliminary Approval of Class Action Settlement ("Unopposed Motion"), Plaintiff's Memorandum of Law in Support of Joint Motion, including its exhibits, and the Class Action Settlement Agreement ("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 limited liability company that owned and/or managed residential units in Florida, including in Lee County.

In this lawsuit, Plaintiff alleges that it is Defendant's business practice to send its notice of intention to impose a claim on a tenant's security deposit (1) by email rather than by certified mail, and (2) without the disclosure required by Fla. Stat. § 83.49(3)(a), including the statement advising



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the tenant of the 15-day period to object, and then to retain all or part of the tenant's security deposit.

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

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

## II. CONCLUSIONS OF LAW REGARDING CLASS CERTIFICATION

For settlement purposes only, and based upon the Court's review of the Agreement and Plaintiff's Unopposed Motion and Plaintiff's Memorandum of Law in Support 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 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 Agreement. The Settlement Class consists of two classes: the Partial Refund Class and the No Refund Class. 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 had already released the claims at issue in this Agreement with Defendant.

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

### A. Numerosity

For purposes of approving the Settlement Agreement and certifying the Settlement Class, the Court finds that joinder of the approximately 233 former tenants who fall within the Settlement Class would be impracticable.



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**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, but are not limited to:

(a) Whether Defendant violated the FRLTA by sending its notices of intention to impose a claim on security deposits by email rather than by certified mail, and without the disclosure required by Fla. Stat. § 83.49(3)(a);

(b) Whether Defendant violated the FCCPA, (specifically section 559.72(9), Florida Statutes by asserting legal rights the Defendant knows does not exist;

(c) Whether Defendant's notices of intention to impose a claim complied with Fla. Stat. § 83.49(3)(a); and

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

**C. Typicality**

The Court finds that the typicality requirement is satisfied, 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, and that Defendant's notice of intention to impose a claim on her deposit was sent by email rather than by certified mail and did not contain the disclosure required by the FRLTA. Accordingly, Plaintiff 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



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members of the Class. Because Plaintiff 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.

**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 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 the purposes of approving the Settlement Agreement and certifying the Settlement Class. In particular, the Court finds that the predominating common issue in this matter is whether Defendant engaged in a common course of conduct, or common practice, of sending standardized notices of intention to impose a claim on tenants' security deposits by email rather than by certified mail and without the disclosure required by Fla. Stat. § 83.49(3)(a), and then retaining those deposits. That practice will be found to be lawful or unlawful based upon common evidence and defenses. Accordingly, 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. 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.



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Accordingly, this Court finds that all of the requirements for Class Certification pursuant to Rule 1.220(a) and (b)(3) are satisfied and the Motion for Class Certification 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 (Fla. Dist. Ct. (*citing* Fed.R.Civ.P. 23(e)(1)(C)), and *Ramos v. Philip Morris Cos.,* 743 So.2d 24, 31 (Fla. 3d DCA 1999)). The factors that should be considered in making this determination include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* (*citing Bennett v. Behring Corp.,* 737 F.2d 982, 986 (11th Cir.1984)).

Under the terms of the proposed Settlement, Defendant will pay each Settlement Class Member who does not opt out of the Settlement and who submits a valid and timely Claim Form a Settlement Award of thirty percent (30%) of the portion of his or her security deposit that Defendant retained, for members of the Partial Refund Class, or fifty percent (50%) of his or her security deposit, for members of the No Refund Class. If every Settlement Class Member



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submitted a valid Claim Form, the Settlement Awards would total approximately $116,027.45. Defendant will also bring to $0 all outstanding balances it claims are owed by members of the No Refund Class, totaling $136,726.00, without the need for a claim, and will request that the consumer reporting agencies delete any related tradelines or collection accounts.

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

Under the terms of the Agreement, Class Counsel will petition the Court for Attorneys' Fees and Litigation Expenses, subject to Court approval. Any Attorneys' Fees and Litigation Expenses approved by the Court will be paid by Defendant directly to Class Counsel separately from the relief provided to the Settlement Class and the Notice and Administration Costs.

Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment of up to $3,000.00, in accordance with the Agreement, and any such payment is subject to Court approval.

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



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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 and Long Form Notice attached as Exhibits 3 and 2 to the Settlement Agreement explain the terms of the Settlement, provide instructions for how to submit a Claim Form and how to opt out of the Settlement Class, and explain the legal ramifications of remaining a member. The Notice also allows class members to appear through their own counsel and 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).

2. The Court hereby appoints Plaintiff as class representative 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 held on [date] at [time] 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



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with prejudice; and to determine whether releases should be provided to Defendant as defined and set forth in the Agreement;

c. to consider whether to award Class Counsel's fees and expenses as set forth in the Agreement and to determine the amount of any Settlement Class Representative Incentive Payment; and

d. to rule upon such other matters as the Court may deem appropriate.

4. Defendant shall produce the Class List to the Settlement Administrator within ten (10) days after entry of this Order, subject to the data protection provisions of the Agreement.

5. The Court approves the form, substance, and requirements of the Notice of Settlement (the "Notice"), the Long Form Notice, and the Claim Form attached to the Settlement Agreement as Exhibits 3, 2, and 4. The Court appoints {ADMIN} as Settlement Administrator. Notice and Administration Costs shall be paid by Defendant directly to the Settlement Administrator, are estimated to be approximately $12,000.00, and are separate from, and in addition to, the relief provided to the Settlement Class. The Parties shall be jointly responsible for supervising the Settlement Administrator. Within twenty-one (21) days after entry of this Order, the Settlement Administrator shall implement the notice program. By the Notice Deadline, the Settlement Administrator shall send the Notice by email to each Settlement Class Member for whom Defendant has an email address, and by U.S. mail to the last known mailing address updated through the National Change of Address database, to each Settlement Class Member for whom Defendant has no email address or whose email is returned as undeliverable. The Notice shall include a Claim Form containing a class member ID and shall direct recipients to the Settlement Website, where they may update their address and submit a Claim Form online. The Settlement Administrator shall re-mail, one time, any U.S. mail returned as undeliverable for which an



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alternative address can be located, and shall undertake reasonable means to locate alternative addresses for returned notices. The Settlement Administrator shall establish and maintain a settlement website dedicated to the Settlement at www.steelblocksettlement.com, or, if unavailable, another URL mutually agreed upon by the Parties or determined by the Court.

6. Settlement Class Members who wish to receive a Settlement Award must submit a Claim Form online or by mail no later than sixty (60) days after the Notice Deadline (the "Claims Deadline"). Any Opt-Out Request or objection must be submitted in accordance with the terms of the Settlement Agreement no later than sixty (60) days after the Notice Deadline (the "Opt-Out/Objection Deadline")..

7. 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.

8. 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 proposed Agreement.

9. All litigation, including discovery, other than further proceedings with respect to the Settlement, is stayed until further order of this Court.

10. 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.

11. 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,



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reasonable, and adequate, or why a judgment should or should not be entered thereon, or why the class representative incentive awards to the Plaintiff should not be made, or why attorneys' 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 the Opt-Out/Objection Deadline that person has filed a written objection with the Court and served copies on the Parties' counsel. To state a valid objection to the Settlement, the objecting Settlement Class Member must personally sign the objection and provide: (i) his or her full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of the reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any documents the objecting Settlement Class Member wishes to submit in support of his or her position.

Clerk of the Circuit Court
Lee County Justice Center
1700 Monroe Street
Fort Myers, FL 33901

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**

Robert Neary
Kozyak Tropin Throckmorton



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2525 Ponce de Leon Boulevard, Floor 9
Coral Gables, FL 33134

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

Subject to approval of the Court, an objecting Settlement Class Member may, but need not, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a separate notice of intention to appear by the hearing Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice, and who has not timely filed an objection in accordance with the requirements set out in the Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

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



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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 Fort Myers, Lee County, Florida this _____ day of _____, 2026.

_____
Honorable Kieth R Kyle
Circuit Court Judge

Copies to all counsel of record



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