

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

Armani Raji and Kimberly Swygert, Civil
on behalf of themselves and all
others similarly situated,
Plaintiffs,

Case Number: 2021-CA-0002

vs

The Collier Companies Inc and
Paradigm Properties Management
Team, Inc.
Defendant

/

**AGREED ORDER CERTIFYING ACTUAL DAMAGES
AND INJUNCTIVE RELIEF CLASSES
AND GRANTING PRELIMINARY APPROVAL
TO THE PROPOSED CLASS ACTION SETTLEMENT**

THIS CAUSE came before the Court on October 7, 2025 on the parties' Joint Motion for Certification of Settlement Class and Preliminary Approval of the proposed Class Action Settlement dated September 15, 2025. The Court has reviewed the pleadings, considered the argument and evidence offered by counsel, and is otherwise advised in the premises. On those grounds, the Court makes the following findings of the fact and law:

THE CLASS SETTLEMENT APPROVAL PROCESS

To certify a class action for settlement purposes, a court must first determine that all the requirements for class certification set forth in Rule

1.220(a), Fla. R. Civ. P., and at least one of the requirements of subdivision of Rule 1.220(b), are satisfied. See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620-20 (1997) (explaining that a settlement class must satisfy the requirements of numerosity, commonality, typicality, and adequacy of representation, as well as predominance and superiority). Once the Settlement Class is determined to meet the requirements for class certification pursuant to Rule 1.220, the Court's analysis turns to the terms of the proposed settlement. *Grosso v. Fidelity National Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). The approval of a class action settlement as fair, adequate, and reasonable is a two-step process. First, the Court must determine whether the proposed settlement terms fall within the range of reasonableness that 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 the Joint Motion for Certification of Settlement Class and Preliminary Approval of Class Action Settlement dated August 30, 2025 (“Joint Motion”), presentations at the Preliminary Approval hearing and the Class Action Settlement Agreement between the Parties (“Settlement Agreement”) dated September 15, 2025 (attached as

Exhibit A to the Joint Motion). Based on these arguments and submissions, the Court hereby sets forth the following findings of fact and conclusions of law upon which this Order is based.

I. FINDINGS OF FACT

This class action asserts that the Defendant apartment owners and managers engage in a pattern and practice of unlawfully imposing accelerated rent and accelerated late fees upon residential tenants, in violation of Florida law. Plaintiffs, Armani Raji and Kimberly Swygert (“Representative Plaintiff”), contends that Defendants, Collier Companies, Inc., and Paradigm Properties Management Team, Inc. (Collectively referred to as “Defendants”) utilize a standardized form to impose accelerated rent and accelerated late fees for the duration of the rental term upon residential tenants who terminate their lease agreement prior to expiration of their leases.

The statutory remedies provided to a landlord upon breach or early termination of lease by a tenant are contained in Fla. Stat. § 83.595. That statute provides that, upon the breach of a lease or early termination of a lease by the tenant by surrender or abandonment of the premises: “the landlord may:

- (1)** Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;
- (2)** Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term “good faith in attempting to relet the premises” means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;
- (3)** Stand by and do nothing, holding the lessee liable for the rent as it comes due; or
- (4)** Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee.” Fla. Stat. § 83.595

The FRLTA prohibits provisions in residential lease agreements which purport to waive or preclude the rights, remedies, or requirements set forth in the FRLTA, and any such provision is void and unenforceable.¹

The Plaintiff contends that the FRLTA prohibits the imposition of accelerated rent and accelerated late fees as they are not within remedies provided by Fla. Stat. § 83.595 and that any contractual agreement to such remedies is rendered void and unenforceable by Fla. Stat. § 83.47.

On April 16, 2024, the parties engaged in arm's length mediation with Kelly Overstreet Johnson that did not result in an agreement. On August 21, 2024 the parties, following continued negotiations, entered into a settlement term sheet. The parties returned to mediation on July 24, 2025 with mediator Lance Harke that did not result in a settlement agreement. However, through continued negotiation through their respective counsel the parties were able to agree to this settlement agreement. The parties have agreed to the certification of two classes; an Actual Damages Class

¹ **(1)** A provision in a rental agreement is void and unenforceable to the extent that it:

- (a)** Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
- (b)** Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part." Fla. Stat. § 83.47

and an Injunctive Relief Class. The Settlement Agreement and supporting documents are presently before the Court.

II. CONCLUSIONS OF LAW REGARDING CLASS CERTIFICATION

Based upon the Settlement Agreement entered into between the Parties, Representative Plaintiff's memorandum of law and the presentations by counsel at the hearing on the parties' Joint Motion for Preliminary Approval, the Court finds that Rule 1.220(a),(b)(2), and (b)(3) criteria for class certification are satisfied as follows:

Certification Pursuant to Rule 1.220(a):

A. Numerosity

Numerosity is satisfied because joinder of approximately 3,177 residential tenants who were charged Accelerated Rent and the 6,295 residents who were charged accelerated late fees into a single action would be impracticable.

B. Commonality

The Court finds that the commonality requirement is satisfied, for purposes of approving the Settlement Agreement and certifying the Actual Damages and Injunctive Relief Classes. The common course of conduct focuses on Defendants' imposition of accelerated rent and accelerated late fees as routine business practices. Because the factual allegations are

common to all those who received demands for payment of accelerated rent and accelerated late fees, the claims of Representative Plaintiff and the Class originate from the same conduct, practice, and procedure, on the part of Defendants. Accordingly, the Court finds that the claims of Representative Plaintiff and the Class arise from a common course of conduct, and all Actual Damages class members and Injunctive Relief class members share a common interest in obtaining an adjudication of these common claims. Accordingly, this Court finds that the commonality requirement of Rule 1.220(a) is also met.

C. Typicality

The Court finds that the typicality requirement is satisfied based on the similarity of Representative Plaintiff's claims to those of the Actual Damages Class and Injunctive Relief Classes. Representative Plaintiff was imposed accelerated rent and accelerated late fees for the duration of her tenancy following her early termination of residential lease agreement with the Defendants in the same matter as all Actual Damages class members and Injunctive Relief class members. Whether the statutes at issue are violated for the Plaintiff will turn on the same analysis as any member of the Actual Damages Class and Injunctive Relief Class. Plaintiff is, therefore, typical of the classes they seek to represent. There is nothing peculiar

about Representative Plaintiffs' circumstances that would make them different from the Class Members they seek to represent. There are no relevant distinctions between the Representative Plaintiffs' circumstances as compared to those of the Actual Damages Class or Injunctive Relief Class. The analysis will turn on the application of Florida statutory law as it applies to the imposition of accelerated rent and/or accelerated late fees in the context of a residential tenancy. Accordingly, Representative Plaintiffs possess the same legal interest and have endured the same alleged legal injuries as the other members of the class. Thus, the typicality requirement of Rule 1.220(a) is also satisfied.

D. Adequacy

The Court finds that Representative Plaintiffs have no interests antagonistic to the class he seeks to represent, and that Class Counsel is experienced in litigating class action cases and cases involving residential tenants and consumer protection law. As a result, the adequacy requirement is satisfied for purposes of approving the Settlement Agreement and certifying the Actual Damages Class and Injunctive Relief Classes.

E. Rule 1.220(b)(3) Requirements

This Court further finds that the requirements of Rule 1.220(b)(3) are satisfied as to the Actual Damages Class and Injunctive Relief Classes. First, when reviewing the imposition of accelerated rent and/or accelerated late fees under the FRLTA, the claims of Representative Plaintiff, the classes will turn on whether imposition of accelerated rent and/or accelerated late fees violate Fla. Stat. § 83.595 and whether any such contractual agreements to pay such fees is void pursuant to Fla. Stat. § 83.47.

Thus, the Court finds that the requirements for class certification pursuant to Rule 1.220(a), b(2) and (b)(3) are satisfied and hereby certifies the following Settlement Classes:

Actual Damages Class:

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who received a notice demanding payment of accelerated late fees and/or accelerated rent and who did make payment to Defendants following such notice within the Class Period.

Injunctive Relief Class:

All former tenants identified in a residential lease related to any Class Property, and their guarantor(s) (if any), who within the Class Period, received a notice demanding payment of accelerated late fees and/or accelerated rent and who did not make payment to Defendants.

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

When determining whether to grant preliminary approval to a class action settlement, trial courts typically address certification of the class for settlement purposes, and then consider the fairness of the settlement.

E.g., Grosso v. Fidelity National Title Ins. Co., 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). The purpose of preliminary evaluation of proposed class action settlements is to determine whether the settlement is within the “range of reasonableness” such that notice should be issued to the class.

4 Newberg on Class Actions, § 11.26.

To finally 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 at 1173-74 (citing Fed. R. Civ. P. 23(e)(1) (C), and *Ramos v. Philip Morris Cos.*, 743 So.2d 24, 31 (Fla. 3d DCA 1999)). The factors that should be considered in making this determination include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the

best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)). At this preliminary approval stage, this Court looks generally to the claims and the terms of the Settlement to determine whether the proposed Settlement falls within the range of reasonableness such that notice should be issued to the Class.

RELIEF TO SETTLEMENT CLASS MEMBERS

Monetary Relief: Members of the Actual Damages Class who timely return a claim form will receive a refund of sums actually paid by such class member that is applicable to a period following the Damages Period, calculated and allocated as set forth in the Settlement Agreement. The refund shall be as outlined in the proposed settlement description contained in the Class Notice.

Members of the Injunctive relief class will not receive monetary compensation, but will receive debt and credit relief through the removal of any negative credit reporting tradeline for any accelerated rent and accelerated late fees.

Members of both the Actual Damages Class and the Injunctive Relief Class will receive debt relief from the Defendant who has agreed to cease all collection efforts to collect accelerated rent and accelerated late fees

from the class members. In addition to the debt relief, members of both classes will receive the benefit of credit restoration by the Defendants' agreement to request modification or deletion of the credit reporting trade-line to remove or delete all credit reporting for accelerated rent and/or accelerated late fees consistent with the relief given to the injunctive relief class.²

Members of the Actual Damages Class shall be responsible for reporting any monetary compensation received pursuant to this Settlement in accordance with the requirements of the Internal Revenue Service and any applicable state tax law. Further, each Class Member shall be solely responsible for all taxes, interest, penalties, and/or liens, whether known or unknown, imposed by any entity.

Non-monetary Relief – Defendants have agreed to request modification or deletion any adverse credit reporting arising from accelerated rent and/or accelerated late fee charges. This is a significant benefit by providing credit restoration to the members of the class.

Class Representative Award: Defendants have agreed to pay the sum of \$5,000.00 each to Plaintiff Armani Raji and Kimberly Swygert, as a

² The Settlement Agreement provides for modification or deletion of the credit reporting tradeline reporting balance for any accelerated rent amount and/or accelerated late fees associated with the period following the Damages Period, however, due to logistical concerns with removing partial balances from credit reporting, Defendant has agreed to request modification or deletion of all credit reporting for accelerated rent and/or accelerated late fees. The Court approves of this logistical process change, which benefits all eligible class members.

Class Representative Awards.

Attorneys' Fees and Costs: Defendants have agreed that Plaintiff's Counsel are entitled to recover, and have agreed to pay, costs and reasonable attorney fees through the date of the Fairness Hearing related to Count I of the Second Amended Complaint in this Action, in an amount agreed to by the parties prior to final approval or as determined by the Court at the final approval hearing. This amount is to be paid over and above the refund payments being provided to the Settlement Class and the Class Representative Awards.

In exchange for these monetary benefits, the Class Members will release Defendants and Related Parties from any and all claims related to (i) any and all actions, causes, claims, causes of action, or damages asserted in this Action or otherwise arising from the imposition and collection of accelerated rent and accelerated late fees.

Damages resulting from the alleged statutory violations asserted by Representative Plaintiffs could result in a potential recovery of actual damages equal to the amount of the accelerated rent and accelerated late fees paid, declaratory relief that the accelerated rent and accelerated late fees are void, along with costs and reasonable attorney fees, under the

FCCPA and FRLTA. Statutory damages are capped in class actions under the FCCPA at 1% of Defendants' net worth.

However, the FRLTA provides that Defendants could potentially impose charges consistent with Fla. Stat. § 83.595. The proposed settlement provides for an opportunity for the Actual Damages class members to recover a significant portion of their actual damages suffered by Class Members and shields them from future damages claims. The proposed settlement also provides complete relief from outstanding accelerated rent and accelerated late fee charges for members of both classes. This fact, combined with the fact that any award of statutory damages is uncertain, makes the monetary and non-monetary relief provided under this settlement to be at or near what Representative Plaintiffs could expect if successful at trial. Accordingly, this Court finds that the relief provided to the Actual Damages Class and Injunctive Relief Class appear to fall with the range of reasonableness.

Additionally, the injunctive relief provided for in the Settlement Agreement will provide valuable protection against the imposition of accelerated rent and accelerated late fee charges upon current and future tenants residing on Defendants' properties.

Additionally, the class representative incentive award of \$5,000.00 each to Armani Raji and Kimberly Swygert, also appears to be reasonable in light of the time and effort expended by them in representing the two classes.

The Plaintiffs are entitled to recover their reasonable attorney fees and costs as provided in the Settlement Agreement. These costs and fees are agreed to be paid separately and do not diminish the relief granted to the members of either class.

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 terms is warranted, and Notice should be issued to the Security Deposit Notice Class.

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), (b)(2), and (b)(3).
2. The Court appoints Representative Plaintiffs, Armani Raji and Kimberly Swygert to act as class representatives for the Settlement Class, and appoints David Abrams, Robert Churchill, and Dean LeBeouf to act as

Counsel for the Settlement Class.

3. A Final Settlement Fairness Hearing shall be scheduled for March 19, 2026, at 10:30 a.m., for the following purposes:
 - 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 sister action hereto in Leon County, Florida;
 - c. to determine the amount of Class Counsel's fees and expenses if not agreed to by the parties. If the parties agree to an amount prior to the final approval, the Court will rule on the issue of approving or denying the fee amount; and
 - d. to rule upon such other matters as the Court may deem appropriate.
4. The Court approves the form, substance, and requirements of the Notice of Settlement (the "Notice") and the Claim form which are both

attached to this Order. The Settlement Administrator shall cause the Notice to be mailed to members of both the Actual Damages and Injunctive Relief classes according to the terms of the Settlement Agreement. The Court approves of the selection of American Legal Claim Services, LLC. as the Settlement Administrator. Pursuant to the Settlement Agreement, costs of settlement administration shall be borne by the Defendants.

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

6. Class Counsel is authorized to represent and act on behalf of the 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 Settlement Agreement.

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

8. Any Class Member may opt out by utilizing the procedures outlined in the Settlement Agreement and Notice.

9. Any Class Member may appear and show cause why the proposed Settlement of the Action embodied in the Settlement Agreement should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered thereon, or why the incentive award to Armani Raji or Kimberly Swygert should not be made, or why attorney fees and expenses should not be awarded to Class Counsel as provided in the Settlement Agreement. However, no Class Member or any other person acting on their behalf, 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 forty-five days following the date on which the Notice is placed in the mail by Settlement Administrator, that person has caused to be filed written objections in the manner and form outlined in the Settlement Agreement and Notice, stating all supporting bases and reasons and has served copies of all such papers upon the following by first-class mail, in accordance with the requirements of the Settlement Agreement:

Class Counsel

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P.O. Box 568587
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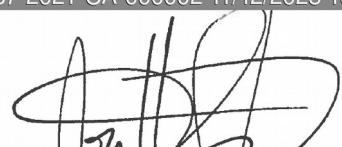
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Attendance at the Settlement Fairness Hearing is not necessary in order for the objection to be considered by the Court; however, persons wishing to be heard orally in opposition to the approval of the Settlement are required to indicate in their written objection their intention to appear at the hearing. All written objections shall conform to the requirements of the Settlement Agreement and Notice and shall indicate the basis upon which the person submitting the objections claims to be a member of Class and shall clearly identify any and all witnesses, documents and other evidence of any kind that are to be presented at the Settlement Fairness Hearing in

connection with such objections and shall further set forth the substance of any testimony to be given by such witnesses.

10. Any 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.

DONE AND ORDERED in Tallahassee, Florida on Wednesday, November 12, 2025.

37-2021-CA-000002 11/12/2025 10:18:12 AM

Jonathan Gjostrom, Circuit Judge
37-2021-CA-000002 11/12/2025 10:18:12 AM

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