

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION**

**CRYSTAL JOHNSTEN, KAREN
RANSOME, CARMEN GARCIA, and
ANGEL LARA, individually and on behalf
of all others similarly situated,**

Plaintiff,

VS.

**PROGRESS RESIDENTIAL, LLC,
PROGRESS RESIDENTIAL PROPERTY
MANAGER, LLC, PROGRESS
RESIDENTIAL DIRECT SERVICES,
LLC, and PROGRESS RESIDENTIAL
MANAGEMENT SERVICES, LLC.**

Defendants.

Case No. 2024-CA-001692

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

Plaintiffs, Crystal Johnsten, Karen Ransome, Carmen Garcia, and Angel Lara, ("Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their undersigned counsel, file this Memorandum of Law in Support of their Motion for Certification of Settlement Class and Preliminary Approval of the proposed Class Action Settlement. In support of the motion, Plaintiffs states as follows:

I. STANDARD FOR PRELIMINARY APPROVAL UNDER RULE 1.220

"Although class action settlements require court approval, such approval is committed to the sound discretion of the district court." *In re U.S. Oil and Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992). In exercising that discretion, courts are mindful of the "strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The policy favoring settlement is especially

relevant in class actions and other complex matters, where the inherent costs, delays and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Ass’n for Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 466 (S.D. Fla. 2002) (“There is an overriding public interest in favor of settlement, particularly in class actions that have the well-deserved reputation as being most complex.”) (*citing Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)); *see also 4 Newberg on Class Actions* § 11.41 (4th ed. 2002) (citing cases).

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

After certification has been examined, Courts look to the terms of the proposed settlement. 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. 3rd DCA 2008) (*citing* Fed. R. Civ. P. 23(e)(1)(C), and *Ramos v. Philip Morris Cos.*, 743 So.2d 24, 31 (Fla. 3d DCA 1999)). Some of the factors that should be considered in making this determination include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant

to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)).

Courts have, at times, engaged in a “preliminary evaluation” of these factors to determine whether the settlement falls within the range of reason at the preliminary approval stage. *See, e.g., Smith*, 2010 WL 2401149 at *2. In fact, Federal Rule of Civil Procedure 23 was amended in 2019 to require a fairness evaluation at the preliminary approval stage instead of waiting until final approval. Under the amended Rule 23(e), Federal judges must now determine whether it is “likely” to certify the class before giving preliminary approval to the settlement. Fed. R. Civ. P. 23(e). After all, if there can be no class, there can be no class settlement.

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

II. TERMS OF THE PROPOSED SETTLEMENT

This class action arises from Progress Defendants¹’ allegedly unlawful assessment and collection of Eviction Attorneys’ Fees by posting such fees to tenants’ account ledgers prior to

¹ The “Progress Defendants” are the named Defendants in this action: Progress Residential, LLC, Progress Residential Direct Services, LLC, Progress Residential Property Manager, LLC, Progress Residential Management Services, LLC, and Progress Residential PM Holdings, LLC.

prior to the issuance of any judgment or assessment of fees by a court of law. The Second Amended Complaint asserts claims for violations of the Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. § 559.55, et seq.; violations of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. § 501.201, et seq.; negligent misrepresentation; unjust enrichment; declaratory judgment; and breach of contract.

On August 26, 2024, Plaintiff Karen Ransome filed a Class Action Complaint in the above-styled action asserting claims against certain of the Progress Defendants for the alleged unlawful assessment and collection of Eviction Attorneys’ Fees. On August 28, 2024, Plaintiff Crystal Johnsten filed a substantially similar putative class action asserting related claims arising from the same alleged policies and practices concerning the assessment and collection of Eviction Attorneys’ Fees. The actions were subsequently consolidated in the Seminole County action, and Plaintiffs thereafter filed a Consolidated Amended Class Action Complaint against all Progress entities named in the two actions.

On February 17, 2026, Plaintiffs filed the operative Second Amended Class Action Complaint, adding Plaintiffs Carmen Garcia and Angel Lara, alleging that Defendants maintained a uniform statewide policy and practice of assessing, attempting to collect, and collecting “Eviction Attorneys’ Fees” from Florida tenants before such fees had been awarded by a court, and asserting claims for: (i) violations of the Florida Consumer Collection Practices Act, Chapter 559, Florida Statutes (“FCCPA”); (ii) violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Florida Statutes (“FDUTPA”); (iii) negligent misrepresentation; (iv) unjust enrichment; (v) declaratory judgment; and (vi) breach of contract, all on behalf of the named Plaintiffs and the proposed statewide classes.

Under the proposed Settlement, Progress Defendants agree not to oppose certification of Settlement Classes defined below. (Exhibit 1, Settlement Agreement).

- i. **Paid Class:** All individuals in the state of Florida who, during the four years prior to filing of the Complaint on August 26, 2024, were (1) assessed Eviction Attorneys' Fees by any of the Progress Defendants prior to being assessed those Eviction Attorneys' Fees by a court in an eviction proceeding, (2) paid any of those Eviction Attorneys' Fees to Progress, and (3) ended their tenancy owing less to Progress than what they paid in Eviction Attorneys' Fees or are current tenants and owe less to Progress than what they paid in Eviction Attorneys' Fees.

The parties agree there are 476 Paid Class Members. The total amount to be paid to the Paid Class, subject to any opt-outs, is \$351,220.43.

- ii. **Balance Class:** All individuals in the state of Florida who, during the four years prior to filing of the Complaint on August 26, 2024, were (1) assessed Eviction Attorneys' Fees by any of the Progress Defendants prior to being assessed those Eviction Attorneys' Fees by a court in an eviction proceeding, (2) paid any of those Eviction Attorneys' Fees to Progress, and (3) ended their tenancy owing more to Progress than what they paid in Eviction Attorneys' Fees during their tenancy.

The parties agree there are 773 Balance Class Members. The total amount to be paid to the Balance Class, subject to any opt-outs, is \$205,166.45.

- iii. **Attempted Collection Class:** All individuals in the state of Florida who, during the four years prior to filing of the Complaint on August 26, 2024, were (1) assessed Eviction Attorneys' Fees by any of the Progress Defendants prior to being assessed those Eviction Attorneys' Fees by a court in an eviction proceeding and (2) did not pay the assessed Eviction Attorneys' Fees or only paid those fees as a full or partial deduction from their security deposit.

The parties agree there are 1,754 Attempted Collection Class Members. The Attempted Collection Class will not receive any cash payments but, subject to any opt-outs, will receive the benefit of the release referenced in Section 9 of the Settlement Agreement.

Under the proposed Settlement and subject to approval of the Court, Progress Defendants shall create a class fund ("Class Fund") for the purpose of paying individual settlement payments (each a "Settlement Payment") to Paid Class Members and Balance Class Members as follows: a)

the Settlement Payment to each Paid Class Member who does not timely request exclusion from the Settlement shall be equal to 75% of the total Eviction Attorneys' Fees paid by that Class Member during the Class Period (defined as August 27, 2020 through August 26, 2024); b) the Settlement Payment to each Balance Class Member who does not timely request exclusion from the Settlement shall be equal to 30% of the total Eviction Attorneys' Fees paid by that Class Member during the Class Period.²

For purposes of determining the Settlement Payments to be made, the amounts included in "Eviction Attorneys' Fees" shall be those amounts charged to a class member by Progress for attorneys' fees and/or court costs (which shall include only those charges for filing fees and service of process fees), prior to any award of such attorneys' fees or court costs by a court in an eviction action.

In addition: a) Plaintiffs and the Class Members shall release all claims related to the subject matter of the Lawsuit, including extra contractual claims, bad faith claims, demands, rights and causes of action, that any of them have brought or could have brought against any or all of the Progress Defendants and their insurers, all related or affiliated entities, parents, owners, subsidiaries, managers, agents, servants, employees, administrators, successors, predecessors, and assigns thereof; and b) the Progress Defendants shall release all claims related to the subject matter

² By way of example, if a Paid Class Member paid \$1,000.00 in Eviction Attorneys' Fees during the Class Period, the Paid Class Member would receive a settlement payment of \$750.00, and if a Balance Class Member paid \$1,000.00 in Eviction Attorneys' Fees during the Class Period, the Balance Class Member would receive a settlement payment of \$300.00. "Settlement Payment" shall mean the amount payable to an individual member of the Class in accordance with this Paragraph. Any portion of the Settlement Amount remaining after the time for cashing checks has expired shall be paid to NeighborhoodWorks Florida Collaborative, as *cy pres* recipient.

of the Lawsuit that have been brought or could have been brought by any or all of the Progress Defendants against any Plaintiff or Class Members.

The Parties will jointly calculate the Settlement Payments due under this Settlement based upon Progress Defendants' business records, including tenant ledgers and payment records, subject to review by Class Counsel.

Progress Defendants shall fund the Class Fund within 14 days after the Effective Date. A check for the total payment due a class member, and a brief description thereof, shall be issued by the Class Administrator to every class member within 30 days of the effective date. These benefits will be distributed automatically and do not require any action to be taken by the Class Member. In other words, this is not a "Claims Made" type settlement.

Progress Defendants' obligations will be considered fulfilled upon the mailing of the Settlement Payment checks by the Class Administrator, regardless of whether any settlement check is received, returned, or cashed, *except* that the Class Administrator will be obligated to forward all settlement checks returned with a forwarding address to such forwarding addresses. Each settlement check will be negotiable for a period of 90 days after it is mailed, and the check shall prominently state so.

Any residual settlement funds (*e.g.*, funds from settlement checks un-cashed (because Class Members cannot be located, or checks not cashed 90 days after the check date, etc.) shall be awarded to NeighborhoodWorks Florida Collaborative for use in housing related non-profit work.

Based on the foregoing, the Court should find that the settlement amount falls within the "range of reasonableness" such that the class should be certified and notice should be issued to the Class.

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

For settlement purposes only, Progress Defendants do not oppose Plaintiffs' request that this Court certify the Settlement Class as defined in the Settlement Agreement. "Because the certification of a class and settlement of the class representative's claims will ultimately bind absentee class members, there are constitutional due process implications which must be satisfied." *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 1170 (Fla. 3rd DCA 2008) (citing *Matsushita Elec. Indus. Co. v. Epstein*, 516 U.S. 367, 377-78 (1996)). Therefore, the trial court, "must conduct a rigorous analysis to determine whether the elements of the class action requirements have been satisfied." *Id.* (citing *Baptist Hosp. of Miami, Inc. v. Demario*, 661 So.2d 319, 321 (Fla. 3d DCA 1995)).

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

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

Grosso v. Fid. Nat. Title Ins. Co., 983 So. 2d 1165, 1170 (Fla. 3d DCA 2008) (emphasis in original).

Certification of the proposed Settlement Classes will allow notice of the proposed Settlement to issue, thereby informing Settlement Class Members of the existence and terms of the proposed Settlement, of their right to be heard on its fairness, of their right to opt out, and of

the date, time and place of the formal fairness hearing. *See Manual for Compl. Lit.*, at §§ 21.632, 21.633. For purposes of this Settlement only, Progress Defendants do not oppose class certification.

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

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

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

A. Certification Pursuant to Rule 1.220(a)

1. Numerosity

The first prerequisite for class certification under Rule 1.220(a) is numerosity, which requires that members of the class be so numerous that “separate joinder of each member is impracticable.” Fla. R. Civ. P. 1.220(a)(1). There is no minimum or maximum number of class members to satisfy the numerosity requirement. However, classes as small as twenty-five (25) have satisfied the numerosity requirements. *See Terry L. Braun, P.A. v. Campbell*, 827 So. 2d 261, 264 (Fla. 5th DCA 2002) (Court held that class of 25 to 31 individuals met numerosity requirement); *see, e.g., Estate of Bobinger v. Deltona*, 563 So. 2d 739, 743 (Fla. 2d DCA 1990).

In addition to the number of class members, Florida courts also analyze whether separate joinder would be impractical. As the Fourth District Court of Appeals has stated, “[i]mpractical’ does not mean impossible, and numerosity is satisfied if it would be difficult to join all the members of the class.” *Olen Props. Corp. v. Moss*, 981 So. 2d 515, 519 (Fla. 4th DCA 2008) (citation omitted), *review denied*, 996 So. 2d 858 (Fla. 2008).

Here, the members of the Settlement Classes are so numerous that joinder of all members is not practical. A review of Progress Defendants’ business records indicates that there are 3,003 individuals who fall within the Settlement Class definitions. It would be impracticable to join together such numbers. Thus, the facts of this case easily establish numerosity.

2. Commonality

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

Here, the common business practice at issue is Progress Defendants’ practice of allegedly unlawful assessment and collection of Eviction Attorneys’ Fees. Regardless of whether Plaintiffs or Progress Defendants are ultimately correct as to legality, the issue is common to all class members.

The questions of law and fact that are common to the Class include, but are not limited to:

- (a) Whether Progress Defendants' assessment and collection of Eviction Attorney Fees violates the FCCPA, (specifically Fla. Stat. § 559.72(7)), by assessing and collecting Eviction Attorney Fees without the entry of a judgment;
- (b) Whether as a result of Progress Defendants' alleged wrongdoing, Plaintiffs and class members sustained damages and the proper amount of these damages.

The common issues will turn largely on a review of Progress Defendants' records and resolution of the underlying legal issue regarding the legality of the charges. Because the factual issues are uniform, the legality of each will turn on common evidence. Either Progress Defendants' conduct violates the law, or it does not. If the assessment of Eviction Attorneys' Fees is unlawful, there are no facts which would make it appropriate for Progress Defendants to assess and collect Eviction Attorney Fees unless a judgment was entered. In other words, each of these common questions will lead to answers common to the Class, advancing the litigation for all Class members in one stroke. Thus, the commonality element of Rule 1.220(a) is also satisfied.

3. Typicality

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

Here, the named Plaintiffs are entirely typical of the putative class members they seek to represent. They are Florida residents, who are former tenants of the Progress Defendants in Florida. They were all assessed attorney fees prior to the entry of a judgment.

Likewise, the class members are current or former tenants of the Progress Defendants in Florida. All were assessed attorney fees prior to the entry of a judgment.

The difference in the subclasses is only in the benefit they will receive from the settlement. The Paid Class consists of those who were assessed Eviction Attorneys' Fees and paid them, owing a balance to Progress Defendants that is less than the amount they paid in Eviction Attorneys' Fees; they will recover the most in damages. The Balance Class is those who paid the Eviction Attorneys' Fees but left their tenancies owing more than what they paid in Eviction Attorneys' Fees; they will recover damages, but at a lesser rate, given that they left their tenancies owing a balance to the Progress Defendants. The Attempted Collection Class is those who did not pay the Eviction Attorneys' Fees; they will receive the benefit of a release.

Accordingly, Plaintiffs are typical of the class members they seek to represent as there is nothing peculiar about their experience with Progress Defendants which makes them different from other members of the classes. Because Plaintiffs possess the same legal interests and have endured the same alleged legal injuries as the other members of the classes, the typicality requirement of Rule 1.220(a) is also satisfied.

4. Adequacy of Representation

To grant class certification, a trial court must determine that "the representative party can fairly and adequately protect and represent the interests of each member of the class." Fla. R. Civ. P. 1.220(a)(4). A trial court's inquiry concerning whether the adequacy requirement is satisfied contains two prongs. *Sosa v. Safeway*, 73 So. 3d at 115 (Fla. 2011). The first prong concerns the

qualifications, experience, and ability of class counsel to conduct the litigation. *Id.* The second prong pertains to whether the class representatives' interests are antagonistic to the interests of the class members. *Id.*

First, Plaintiffs' counsel have substantial experience in consumer class actions and are adequate to act as counsel in this class action lawsuit. (Exhibit 2, Newsome Declaration). Additionally, Plaintiffs' counsel have ample experience litigating various types of consumer cases, including other consumer class actions based on violations in cases similar to this one. *Id.* Thus, the first prong of the "adequacy" requirement of Rule 1.220(a) is met.

Second, Plaintiffs have shown they are willing and able to take active roles as class representatives on behalf of the classes. They reviewed all the pleadings and exhibits and communicated with counsel on numerous occasions. There is no evidence uncovered in this case indicating Plaintiffs have any interests antagonistic to the classes they seek to represent. Plaintiffs diligently prosecuted this action from the outset and possess sufficient knowledge of the nature of the lawsuit to be determined to be adequate class representatives. Therefore, the adequacy requirement under Rule 1.220(a)(4) is also met.

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

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

In addition to the four requirements of Rule 1.220(a), the proponent of class certification must satisfy one of the three subdivisions of Rule 1.220(b). Pursuant to the Settlement Agreement, Plaintiffs contend and Progress Defendants do not contest (for the purposes of settlement

certification only) that this case meets the requirements of Rule 1.220(b)(3). Rule 1.220(b)(3) provides in pertinent part: “the claim or defense is not maintainable under either subdivision (b)(1) or (b)(2), but the questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any questions of law or fact affecting only individual members of the class, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.” Generally, courts view the Rule 1.220(b)(3) analysis in two parts: predominance and superiority.

1. Common Issues Predominate

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

Here, Progress Defendants are alleged to have engaged in a common course of conduct, or common practice, of assessing and collecting Eviction Attorney Fees prior to entry of a judgment.

As a result, Plaintiffs contend that Progress Defendants could not legally assess or collect Eviction Attorney Fees from any of the members of the Settlement Class. The legality of this common course of conduct by Progress Defendants is the predominant common question in this litigation. Therefore, the facts of this matter satisfy the predominance requirement of Rule 1.220(b)(3).

2. A Class Action is Superior to Individual Actions

To satisfy Rule 1.220(b)(3)'s superiority requirement, it must be shown that "class representation is superior to other available methods for the fair and efficient adjudication of the controversy." Fla. R. Civ. P. 1.220(b)(3). Three factors that courts consider when deciding whether a class action is the superior method of adjudicating a controversy are (1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action causes of action is manageable. *Sosa v. Safeway*, 73 So. 3d at 116. Plaintiffs assert, and for purposes of settlement Defendants do not contest, the superiority factors weigh heavily in favor of class certification.

First, the only economically viable remedy for adjudicating this controversy is through a class action. Without the class action device, no class member would be able to obtain counsel and afford to challenge Progress Defendants' practices and recover small amounts of damages. The small size of these recoveries combined with the large number of transactions within the class period makes a class action the only viable manner to litigate these claims. Simply stated, absent a class action, it would be economically infeasible for individuals to obtain counsel willing to litigate to recover such small amounts.

Progress has already identified all class members and will, through the class administrator, provide notice to the class, which supports a finding of manageability. As a result, a class is

superior to the other available methods of adjudicating these claims. Because all the elements of Rule 1.220(a) and (b)(3) are satisfied, class certification of the proposed Settlement Classes are appropriate.

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

Once the class has been found to meet the requirements for certification, this Court’s analysis turns to the terms of the proposed Settlement. The purpose of preliminary evaluation of proposed class action settlements is to determine whether the settlement is within the “range of reasonableness” such that notice should be issued to the class. *4 Newberg* § 11.26. *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 1173-74 (Fla. 3d DCA 2008) (*citing* Fed. R. Civ. P. 23(e)(1)(C), and *Ramos v. Philip Morris Cos.*, 743 So.2d 24, 31 (Fla. 3d DCA 1999)). Some of the “*Bennett* factors” that should be considered in making this determination include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* (*citing Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)).

At the preliminary approval stage, this Court can readily determine that each of the *Bennett* fairness factors weighs in favor of preliminarily approving the terms of this Settlement. *First*, the Settlement was reached in the absence of collusion, and is instead the product of good-faith, informed and arm’s length negotiations by competent counsel reached at mediation. The mediation was handled by Rod Max of Upchurch Watson & Max, a well-respected class action mediator. *Second*, this matter is being settled by counsel experienced in this type of litigation after extensive

written and document discovery, a full day of mediation, and subsequent negotiation. *Third*, a preliminary review of the *Bennett* fairness factors, in light of the terms of the settlement, indicates that the terms of the Settlement appear to be fair, adequate and reasonable. From the \$556,386.89 fund, each Paid Class Member who does not timely request exclusion from the Settlement shall automatically receive a Settlement Payment equal to 75% of the total Eviction Attorneys' Fees paid by that Class Member during the Class Period. Each Balance Class Member who does not timely request exclusion from the Settlement shall automatically receive a Settlement Payment equal to 30% of the total Eviction Attorneys' Fees paid by that Class Member during the Class Period.

In addition, because of the releases that are part of the Settlement, all Class Members – even those who owe the Progress Defendants substantial amounts in unpaid rent and other amounts due – will receive the non-monetary but meaningful benefit of a release.

As a result, this Court should find that the proposed Settlement appears to be within the range of reasonableness such that Notice should issue to the Settlement Classes, a final fairness hearing should be scheduled, and the Settlement Classes should be certified for settlement purposes.

V. PLAINTIFFS HAVE INDIVIDUAL CLAIMS SEPARATE FROM THE CLASS CLAIM

The Settlement Agreement provides a \$2,500.00 payment to each class representative for a release of his or her individual claims that are distinct and independent of their class claims. These claims are related to each individual's claims for the time, money, stress, mental anguish of dealing with the collection of charges after moving out. Accordingly, the individual settlement set forth in the Settlement Agreement should be approved because of the value of their individual claims.

VI. PLAINTIFF’S ATTORNEY FEES AND EXPENSES

The proposed Settlement contemplates a payment of \$300,000.00 in attorney fees and litigation costs to Class Counsel. The fee and expense negotiations were conducted at arm’s length after an agreement for the classes had been reached and is being paid over and above the relief to the class. Settlement agreements between plaintiffs and defendants in class actions are encouraged, particularly when the attorneys’ fees are negotiated separately and only after material terms of the settlement have been agreed to between the Parties. *See, e.g., Johnson v. Georgia Hwy. Express, Inc.*, 488 F.2d 714, 720 (5th Cir. 1974) (“in cases of this kind, we encourage counsel on both sides to utilize their best efforts to understandingly, sympathetically, and professionally arrive at a settlement as to attorney fees”).

The amount agreed upon represents less than the total time and expenses of all counsel representing the class at their normal hourly rates. Such a fee is certainly within the range of reasonableness such that notice should be issued to the class. Given the reasonable amount of Attorney Fees agreed upon, this Court should find that the Attorney Fee segment of the Settlement Agreement also falls with the range of reasonableness to warrant granting of preliminary approval.³

VII. THE PROPOSED CLASS NOTICE SATISFIES DUE PROCESS

The final issue for this Court to address at this Preliminary Approval stage is notice to the Settlement Classes. Notice is an integral part of Rule 1.220(b)(3). Class actions under this subdivision are only allowed when common questions of fact or law predominate and class action treatment is thought to be superior to other available means of settling the controversy. *Mullane v.*

³ Plaintiff’s Counsel will submit a more detailed breakdown of their time in the case prior to Final Approval.

Central Hanover Bank & Trust Co., 339 U.S. 306 (1950). Without the notice requirement, it would be constitutionally impermissible to give the judgment binding effect against the absent class members. Notice to the classes must be given before entry of judgment in order to allow class members the opportunity to either participate in the proceedings, or to opt out of the proceedings. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-176 (1974) (notice and opportunity to opt out required by due process). Notice must be sent well before the merits of the case are adjudicated. *Brown v. Colegio de Abogados de Puerto Rico*, 613 F.3d 44, 51 (1st Cir. 2010) (“The purpose of the rule regarding notice for a class action is to ensure that the plaintiff class receives notice of the action well before the merits of the case are adjudicated.”).

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

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

Exhibit 3 attached hereto is a proposed class notice which the parties believe satisfies the requirements of Rule 1.220. Together, this document will provide the Settlement Classes with all the information necessary to file claims, opt out, or file objections to this Settlement. Accordingly,

Plaintiff requests that this Court approve the Notice Form in the form of Exhibit 3, and that this Court order notice be issued to the class upon preliminary approval.

VIII. CONCLUSION

For the reasons set forth above, this Court should enter the Proposed Preliminary Approval Order, which will be submitted seven days prior to the hearing, allowing notice to be issued to the class and taking this Settlement to the next stage of resolution.

Respectfully submitted September 3, 2026.

VARNELL & WARWICK, P.A.

/s/ Jeffrey L. Newsome, II
Jeffrey L. Newsome, II; FBN: 1018667
Brian W. Warwick; FBN: 605573
Janet R. Varnell; FBN: 0071072
Christopher J. Brochu; FBN: 1013897
Pamela G. Levinson; FBN: 538345
400 N Ashley Drive, Suite 1900
Tampa, FL 33602
Telephone: 352-753-8600
bwarwick@vandwlaw.com
jvarnell@vandwlaw.com
cbrochu@vandwlaw.com
jnewsome@vandwlaw.com
plevinson@vandwlaw.com
ckoerner@vandwlaw.com
jesquibel@vandwlaw.com

Attorneys for Plaintiffs and the Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 3, 2026, I electronically filed the foregoing document with the Clerk of Court using the Florida Courts E-Filing Portal. I also certify that the foregoing document is being served this day on all counsel of record and interested parties, via transmission generated by the Florida Courts E-Filing Portal.

/s/ Jeffrey L. Newsome, II
Jeffrey L. Newsome, II

EXHIBIT 1

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION**

**CRYSTAL JOHNSTEN, KAREN
RANSOME, CARMEN GARCIA, and
ANGEL LARA, individually and on behalf
of all others similarly situated,**

Plaintiff,

VS.

**PROGRESS RESIDENTIAL, LLC,
PROGRESS RESIDENTIAL PROPERTY
MANAGER, LLC, PROGRESS
RESIDENTIAL DIRECT SERVICES,
LLC, and PROGRESS RESIDENTIAL
MANAGEMENT SERVICES, LLC.**

Defendants.

Case No. 2024-CA-001692

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter referred to as the “Agreement”), dated August 27, 2026, is entered into between Plaintiffs Crystal Johnsten, Karen Ransome, Carmen Garcia, and Angel Lara, (“Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendants Progress Residential, LLC, Progress Residential Direct Services, LLC, Progress Residential Property Manager, LLC, Progress Residential Management Services, LLC, and Progress Residential PM Holdings, LLC (the “Progress Defendants”). This Agreement is entered into for the purpose of fully and finally resolving the Released Claims through the mutual exchange of the releases set forth herein, subject to the terms and conditions of this Agreement and approval by the Court.

RECITALS

WHEREAS, on August 26, 2024, Plaintiff Karen Ransome filed a Class Action Complaint asserting claims against certain of the Progress Defendants for the alleged unlawful assessment and collection of Eviction Attorneys' Fees.

WHEREAS, on August 28, 2024, Plaintiff Crystal Johnsten filed a substantially similar putative class action in the above-styled action asserting related claims against certain of the Progress Defendants arising from the same alleged policies and practices concerning the assessment and collection of Eviction Attorneys' Fees;¹

WHEREAS, on or about February 17, 2026, Plaintiffs filed the operative Second Amended Class Action Complaint against the Progress Defendants, adding Plaintiffs Carmen Garcia and Angel Lara, alleging that the Progress Defendants maintained a uniform statewide policy and practice of assessing, attempting to collect, and collecting "Eviction Attorneys' Fees" from Florida tenants before such fees had been awarded by a court, and asserting claims for: (i) violations of the Florida Consumer Collection Practices Act, Chapter 559, Florida Statutes ("FCCPA"); (ii) violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Florida Statutes ("FDUTPA"); (iii) negligent misrepresentation; (iv) unjust enrichment; (v) declaratory judgment; and (vi) breach of contract, all on behalf of the named Plaintiffs and the proposed statewide classes;

¹ The Ransome action was filed in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida, styled *Karen Ransome v. Progress Residential Borrower 8, LLC, et al*, Case No. 16-2024-CA-004730. The Johnsten action was filed in the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida, styled *Crystal Johnsten v. Progress Residential Borrower 11, LLC et al*, Case No. 2024-CA-001692. The actions were subsequently consolidated in the Seminole County action through Plaintiffs' filing of an Amended Class Action Complaint against all Progress entities named in the two actions.

WHEREAS, on June 18, 2026, the Parties engaged in voluntary mediation with experienced Mediator, Rodney A. Max, and through that process reached an agreement under which the Parties desire and intend to settle and resolve the claims asserted in the Lawsuit on a class-wide basis;

WHEREAS, the Parties wish to avoid the expense and uncertainty of continued litigation;

WHEREAS, the Parties believe that settlement by way of this Agreement is in their best interest;

WHEREAS, counsel for the Plaintiffs believe, in view of the costs, risks, and delays and potential benefit of continued litigation and perhaps additional appeals balanced against the benefits of settlement to the Class Members, that the class settlement as provided in this Agreement is in the best interest of the Class Members and is a fair, reasonable, and adequate resolution of the Lawsuit;

WHEREAS, the Progress Defendants have agreed to the monetary relief described herein subject to the substantial accuracy of the class member numbers set forth in sections 1.B herein, which remain subject to verification;

WHEREAS, prior to entering into this Agreement, counsel for the Parties engaged in significant discovery;

WHEREAS, the Parties desire and intend to seek Court approval of the proposed class action settlement of the Lawsuit as set forth in this Agreement and, upon Court approval, to seek a Final Order and Judgment implementing this Agreement and dismissing with prejudice the claims of the Plaintiffs and Class Members as set forth herein;

WHEREAS, the Parties and their counsel agree to recommend approval of this Agreement to the Court; and

WHEREAS, the Parties agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, and to secure the Court's approval of this settlement.

WHEREFORE, in consideration of the promises, representations, and warranties set forth, the Parties stipulate and agree as follows:

1. DEFINITIONS - The following definitions shall apply to this Agreement:

A. "Lawsuit" shall refer to the consolidated action in Seminole County, Florida, styled *Crystal Johnsten, et al. v. Progress Residential Borrower 11, LLC et al*, Case No. 2024-CA-001692, as amended.

B. "Class Member(s)" or "Class" shall collectively mean the three classes outlined below:

i. **Paid Class:** All individuals in the state of Florida who, during the four years prior to filing of the Complaint on August 26, 2024, were (1) assessed Eviction Attorneys' Fees by any of the Progress Defendants prior to being assessed those Eviction Attorneys' Fees by a court in an eviction proceeding, (2) paid any of those Eviction Attorneys' Fees to Progress, and (3) ended their tenancy owing less to Progress than what they paid in Eviction Attorneys' fees during their tenancy or are current tenants and owe less to Progress than what they paid in Eviction Attorneys' Fees.

The Progress Defendants believed at the time of the mediation that there are approximately 630 Paid Class Members. The Progress Defendants have since conducted a manual review of the ledgers of the persons in the Class and there are 476 Paid Class Members.

ii. **Balance Class:** All individuals in the state of Florida who, during the four years prior to filing of the Complaint on August 26, 2024, were (1) assessed Eviction Attorneys' Fees by any of the Progress Defendants prior to being assessed those Eviction Attorneys' Fees or costs by a court in an eviction proceeding, (2) paid any of those Eviction Attorneys' Fees to Progress, and (3) ended their tenancy owing more to Progress than what they paid in Eviction Attorneys' Fees during their tenancy.

The Progress Defendants believed at the time of the mediation that there are approximately 728 Balance Class Members. The Progress Defendants have since conducted a manual review of the ledgers of the persons in the Class and there are 773 Balance Class Members.

- iii. **Attempted Collection Class:** All individuals in the state of Florida who, during the four years prior to filing of the Complaint on August 26, 2024, were (1) assessed Eviction Attorneys' Fees by any of the Progress Defendants prior to being assessed those Eviction Attorneys' Fees or costs by a court in an eviction proceeding and (2) did not pay the assessed Eviction Attorneys' Fees or only paid those fees as a full or partial deduction from their security deposit.

The Progress Defendants believed at the time of the mediation that there are approximately 3,494 Attempted Collection Class Members. The Progress Defendants have since conducted a manual review of the ledgers of the persons in the Class and there are 1,754 Attempted Collection Class Members.

- C. "Preliminary Approval Order" shall mean entry by the Court of an Order granting the parties' Joint Motion for Preliminary Approval of this proposed settlement agreement, subject to a final fairness hearing and the notice process described herein.
- D. "Final Judgment" shall mean a final order. from the Court presiding over Lawsuit that (1) approves this Agreement as fair, reasonable, and adequate ("Final Approval"), and (2) dismisses with prejudice the claims alleged by Plaintiffs and the Settlement Classes in the Lawsuit.
- E. "Final Judgment Date" shall mean the day that is thirty-one (31) days after the date the Court enters the Final Judgment. If within the thirty-days after the entry of the Final Judgment any person appeals the Final Judgment, the Final Judgment Date shall be thirty-one (31) days after the final disposition of all available appeals, unless any appellate disposition vacates the Court's Final Judgment.
- F. "Effective Date" shall mean the first business day after "Final Judgment Date".

- G. “Released Parties” shall include (1) Plaintiffs, (2) all Class Members, and (3) Progress Defendants and their insurers, all related or affiliated entities, parents, owners, subsidiaries, managers, agents, servants, employees, administrators, successors, predecessors, and assigns thereof.
- H. “Released Claims” shall include:
- a. All claims related to the subject matter of the Lawsuit, including extra contractual claims, bad faith claims, demands, rights and causes of action, that any of the Plaintiffs and/or any Class Members have brought or could have brought against any or all of the Progress Defendants and their insurers, all related or affiliated entities, parents, owners, subsidiaries, managers, agents, servants, employees, administrators, successors, predecessors, and assigns thereof.
 - b. All claims related to the subject matter of the Lawsuit that have been brought or could have been brought by any or all of the Progress Defendants against any Plaintiff or Class Members.
- I. “Eviction Attorneys’ Fees” shall mean those amounts charged to a class member by Progress for attorneys’ fees and/or court costs (which shall include only those charges for filing fees and service of process fees), prior to any award of such attorneys’ fees or court costs by a court in an eviction action.
- J. “Class Period” shall mean from August 27, 2020 through and including August 26, 2024.
- K. “Settlement Payment” shall mean the amount payable to each individual member of the Class in accordance with Section 7.A.1 of this Agreement.

2. CLASS CERTIFICATION - Concurrent with seeking preliminary approval of the Settlement, counsel for the Plaintiffs shall seek certification for settlement purposes of the Class (and subclasses) defined in Section 1.B herein pursuant to Florida Rule of Civil Procedure 1.220(b)(3).

3. REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT - For settlement purposes, and subject to Court approval, Plaintiffs Crystal Johnsten, Karen Ransome, Carmen Garcia, and Angel Lara, shall be appointed as the Class Representatives, and Jeffrey Newsome and Brian Warwick, of Varnell & Warwick, P.A., Glenn Banner of the Law Office of Glenn S. Banner, Joseph M. Sternberg of Landers & Sternberg PLLC, and Scott Harris and Mark Silvey of Bryson Harris Suci & DeMay, PLLC shall be appointed to act as counsel for the Settlement Class (hereinafter referred to as “Class Counsel”).

4. MOTION FOR PRELIMINARY APPROVAL - The Parties agree that they shall have until August 31, 2026, to submit the Settlement Agreement, Motion for Preliminary Approval, and proposed order to the Court and to request a Preliminary Approval Hearing in September 2026, or as soon as the Court and the parties are available. Progress Defendants shall join in the relief sought in the Motion for Preliminary Approval.

5. ADMINISTRATION AND CLASS NOTICE PROCESS – Within five (5) days of the entry of a Preliminary Approval Order, the Progress Defendants shall authorize American Legal Claim Services LLC (“Class Administrator”) to act as the Settlement Administrator, whose duties shall include updating the mailing address list for potential Class Members, sending the Notice to the class, receiving and tracking exclusion requests and objections, distributing the Settlement Payments in accordance with this Agreement and any orders of the Court, and all other tasks necessary to administer the class settlement provided for in this Agreement.

A. Settlement Website - Within fifteen (15) days of the Court's entry of a Preliminary Approval Order, the Class Administrator shall establish and maintain a dedicated settlement website to provide information to Class Members regarding the Lawsuit and this Settlement. The website shall include, at a minimum: (1) a copy of the Notice; (2) a PDF copy of this Agreement and the Motion for Preliminary Approval; (3) a copy of the governing complaint and the Final Approval Order once entered; (4) the deadline to object or request exclusion; (5) a page for frequently asked questions; (6) contact information for the Class Administrator and Class Counsel; and (7) a page to electronically opt-out of the Settlement.. The website shall provide basic information and links to copies of certain relevant pleadings, subject to the approval of the Parties, which shall not be unreasonably withheld. The Class Administrator shall monitor the website and update it as necessary to ensure the accuracy of all information provided.

B. Address Updating/Mail Returns - Before sending the Notice required by subparagraph C below, the Class Administrator shall, using the list of the last known addresses to be provided by Defendants, update all Class Member addresses through the standard methodology that the administrator regularly uses to update mailing addresses. If any Notices are returned with a forwarding address, the Class Administrator shall update the Class Member address list with the forwarding address and re-send the Notice to the updated address.

C. Notice – Within 30 days of the later of: 1) entry of the Court's Preliminary Approval Order; and 2) the date by which the Class Administrator has updated all Class Member addresses as set forth in Section 5.B and established the settlement website as set forth in Section 5.A, the Class Administrator shall send via U.S. mail and, where available, via email a written notice of the proposed class action settlement that was the subject of the Court's Preliminary

Approval Order, with an explanation of each Class Member's rights to object to or opt out of the proposed settlement.

6. REQUESTS FOR INCLUSION, EXCLUSION AND OBJECTIONS -

A. Opt-Out Right. Any Class Member who desires to be excluded from the Class must send a written request for exclusion to the Class Administrator with a postmark date no later than 30 days after mailing of the Class Notice.

B. In the written request for exclusion, the Class Member must set forth his or her full name and address along with a statement that he or she wishes to be excluded. Any Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of this Agreement. Progress Defendants reserve all of their rights, claims against, and defenses with respect to any excluded Class Member.

C. Objection Right. Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Clerk of the Court, Counsel for Progress Defendants, and Class Counsel within thirty (30) days after the mailing of the Notice. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and, whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel. Any Class Member who does not file a valid and timely objection to the settlement shall be barred from objecting to the settlement.

7. List of Opt-Outs and Objectors. Forty-Five (45) days after the issuance of the Notice, the Class Administrator shall provide to counsel for Defendants and Class Counsel a list showing: all Class Members who submitted a timely and compliant request for inclusion; all who submitted a timely and compliant request for exclusion; and all who object to the fairness of the settlement.

8. MOTION FOR FINAL ORDER AND JUDGMENT - If the Court issues a Preliminary Approval Order, all other conditions precedent to the settlement are satisfied, and Notice has been issued to the Class in accordance with Section 5.C of this Agreement, counsel for the Parties shall jointly file a Motion for Final Order and Judgment within 60 days of issuance of the Notice.

9. SETTLEMENT CONSIDERATION -

A. Monetary Relief –

- i. Within fourteen (14) days of the Effective Date, the Progress Defendants shall create a class fund (“Class Fund”) that is sufficient to make the following payments to the Paid Class Members and Balance Class Members
 - a. Each Paid Class Member who does not timely request exclusion from the Settlement shall automatically receive a Settlement Payment equal to seventy-five percent (75%) of the total Eviction Attorneys’ Fees paid by that Class Member during the Class Period.
 - b. Each Balance Class Member who does not timely request exclusion from the Settlement shall automatically receive a Settlement Payment equal to thirty percent (30%) of the total Eviction Attorneys’ Fees paid by that Class Member during the Class Period.
 - c. By way of example, if a Paid Class Member paid \$1,000.00 in Eviction Attorneys’ Fees during the Class Period, the Paid Class Member would receive a settlement payment of \$750.00, and if a Balance Class Member paid \$1,000.00 in Eviction Attorneys’ Fees during the Class

Period, the Balance Class Member would receive a settlement payment of \$300.00.

- d. Each Attempted Collection Class Member shall not receive a monetary payment but shall receive a release of claims against them as defined herein.
- ii. The Parties will jointly calculate the Settlement Payments due based upon Defendants' business records, including data compiled from tenant ledgers and payment records, subject to review and confirmation by Class Counsel.
- iii. Upon the joint authorization by counsel for the Parties, the Class Administrator shall issue a check to each member of the Paid Class and the Balance Class in the amount due that Class Member within thirty (30) days of the Effective Date.
- iv. Progress Defendants' obligations per this paragraph will be considered fulfilled upon the mailing of the Settlement Payment checks by the Class Administrator, regardless of whether any settlement check is received, returned, or cashed, *except* that the Class Administrator will be obligated to forward all settlement checks returned with a forwarding address to such forwarding addresses. Each settlement check will be negotiable for a period of 90 days after it is mailed, and the check shall prominently state so.
- v. The Class Administrator shall, within One Hundred and Twenty (120) days of the mailing of the Settlement Payments, provide to counsel for the parties a final report showing all checks not cashed and the total amount of funds unclaimed (the "Unclaimed Funds Report").

- vi. Within ten (10) days of their receipt of the Unclaimed Funds Report, counsel for the parties shall authorize the funds reported as unclaimed to be distributed to NeighborWorks Florida Collaborative, the designated *cy pres* recipient, unless counsel for any party has material concerns regarding the Class Administrator's efforts to distribute the Settlement Payments to the Class Members or the accuracy of the Unclaimed Funds Report and chooses to seek Court relief with respect thereto.

B. Class Representative Service Award and Settlement – Within fourteen (14) days after the Effective Date, the Progress Defendants shall authorize the Class Administrator to pay Plaintiffs Crystal Johnsten, Karen Ransome, Carmen Garcia, and Angel Lara, each \$2,500.00 (a total of \$10,000) for their actual damages and for their services as Class Representatives. This payment to the Class Representatives is separate and apart from any settlement payment to be distributed to all Settlement Class Members. Within three days of the Effective Date, Class Counsel shall provide to the Class Administrator payment instructions for issuance of the Class Representative Service Awards.

C. Non-Monetary Relief – Upon fulfillment of all relief provided sections (9) and (10), the Released Claims shall be deemed released and the Lawsuit shall be dismissed with prejudice.

10. ATTORNEYS' FEES, COSTS, AND EXPENSES – As part of the Motion for Final Approval, Class Counsel shall apply for, and the Progress Defendants shall pay Class Counsel the attorney's fees and costs not oppose, an award of Attorneys' Fees not to exceed \$300,000. Within fourteen (14) days of the Effective Date, the Progress Defendants shall pay the amount approved by the Court up to, but not to exceed, \$300,000, which shall cover all attorney's fees, costs and expenses arising out of the Lawsuit. Within three days of the Effective Date, Class Counsel shall

provide payment instructions for issuance of the approved attorney's fees and costs. Plaintiffs and their counsel, including but not limited to those appointed as Class Counsel, agree that the Progress Defendants shall have no further obligation with respect to Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on behalf of Plaintiffs or any Class Member beyond the amounts set forth in this Section 10.

Additionally, Progress Defendants agree to pay all the costs of class administration.

11. TERMINATION - After completing good faith negotiations, Plaintiffs and the Progress Defendants shall each have the right, in their sole discretion, to terminate this Agreement by providing written notice to the other within seven (7) days of:

- A. The Court's refusal to enter an order preliminarily approving this Class Action Settlement;
- B. The Court's refusal to approve the Settlement Agreement following notice to the Class Members and the fairness hearing; or
- C. The Court's refusal to enter a Final Order and Judgment.

If Plaintiffs or Progress Defendants terminate this Agreement as provided herein, the Agreement shall be of no further force or effect, and the Parties' rights and defenses shall be restored, without prejudice to their respective positions as if this Agreement had never been executed.

12. MISCELLANEOUS PROVISIONS

A. This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by Progress Defendants. This Agreement shall not be offered or be admissible against Progress Defendants, or

cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms.

B. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

C. This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, including any and all other mediation and settlement agreements. The terms of this Agreement are contractual.

D. This Agreement shall be interpreted in accordance with Florida law.

E. Any dispute, challenge, or question relating to this Agreement shall be heard by this Court.

F. The Parties shall request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiffs and all Class Members, and over the administration and enforcement of this Agreement.

G. This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

H. In the event that any of the provisions of this Agreement is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect other provisions of this Agreement if Defendants and Plaintiffs mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.

I. This Agreement shall be deemed to have been drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be

construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

J. This Agreement may be signed in counterparts. The separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed, by their duly authorized attorneys.

Dated: August 27, 2026

Individually and as Class Representatives:

Crystal Johnsten


Karen Ransome (Aug 28, 2026 15:47:21 EDT)

Karen Ransome


Carmen Garcia (Aug 27, 2026 10:37:44 EDT)

Carmen Garcia


Angel Lara (Aug 27, 2026 11:49:44 EDT)

Angel Lara

Defendants:

Progress Residential, LLC

By: _____

Title: _____

construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

J. This Agreement may be signed in counterparts. The separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed, by their duly authorized attorneys.

Dated: August 27, 2026

Individually and as Class Representatives:


Crystal Johnsten (Aug 28, 2026 09:25:49 EDT)
Crystal Johnsten

Karen Ransome


Carmen Garcia (Aug 27, 2026 10:37:44 EDT)

Carmen Garcia


Angel Lara (Aug 27, 2026 11:49:44 EDT)

Angel Lara

Defendants:

Progress Residential, LLC



By: Brian Buffington

Title: Chief Financial Officer

Progress Residential Direct Services, LLC



By: Brian Buffington

Title: Chief Financial Officer

Progress Residential Property Manager, LLC



By: Brian Buffington

Title: Chief Financial Officer

Progress Residential Management Services, LLC



By: Brian Buffington

Title: Chief Financial Officer

Progress Residential PM Holdings, LLC



By: Brian Buffington

Title: Chief Financial Officer

EXHIBIT 2

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION**

**CRYSTAL JOHNSTEN, KAREN
RANSOME, CARMEN GARCIA, and
ANGEL LARA, individually and on behalf
of all others similarly situated,**

Plaintiff,

VS.

**PROGRESS RESIDENTIAL, LLC,
PROGRESS RESIDENTIAL PROPERTY
MANAGER, LLC, PROGRESS
RESIDENTIAL DIRECT SERVICES,
LLC, and PROGRESS RESIDENTIAL
MANAGEMENT SERVICES, LLC.**

Defendants.

Case No. 2024-CA-001692

DECLARATION OF JEFFREY L. NEWSOME, II

I, Jeffrey L. Newsome, II, declare as follows:

1. I am a Senior Associate in the law firm of Varnell & Warwick, PA (“V&W”), counsel of record for Plaintiff in this matter. I respectfully submit this Declaration in support of the Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Notice Plan and Incorporated Memorandum of Law.

2. I have been involved in all aspects of this litigation and have served as co-lead counsel with my colleagues Mark Silvey and Scott Harris of Bryson Harris Suci Demay, PLLC, Joseph Sternberg of Landers and Sternberg, PPLC, and Glenn Banner of the Law Offices of Glenn Banner, P.A.

3. V&W is a law firm headquartered in Florida that focuses on consumer protection, environmental protection, civil rights and other areas of high-impact public interest litigation. The

attorneys of V&W have been appointed lead or co-lead class counsel in over 100 class action cases certified in both state and federal courts across the nation. They have prosecuted a variety of multi-million-dollar disputes. The defendants in these cases have included governmental entities and international companies such as AT&T, Asplundh, Bank of America, Capital One, Citibank, Discover Bank, General Electric Capital Corp., HSBC, Home Depot, Progressive Insurance, State Farm Insurance, and Sallie Mae.

4. Since starting at V&W in 2023, I have concentrated my practice on consumer financial protection litigation and class actions. Throughout my career, I have been engaged in complex litigation and frequently litigate under federal and state consumer protection statutes.

5. I received a B.A. in history and political science from Florida State University in 2015. In 2019, I received my J.D. from the University of Florida Levin College of Law.

6. I am currently admitted in the following state and federal courts: Middle District of Florida, (2022); Southern District of Florida (2021); United States District Court of Colorado (2025).

7. After graduation from law school, I practiced for four years at Phelps Dunbar, LLP where I served as defense counsel for the primary defendant in the *In re: Champlain Towers Collapse Litigation*, the class action wrongful death case arising out of the tragic collapse of the Champlain Towers, in Surfside, Florida.

8. I have written the following publication related to class action litigation: “Those Who Live in a Glass House...” Solarwinds Data Breach, Hillsborough County Bar Journal (2021).

9. In May 2025 I served as a speaker on class action matters for the National Consumer Law Center (“NCLC”) and the National Association of Consumer Advocates (“NACA”).

10. V&W has received numerous awards for consumer class action cases. V&W partners, Janet Varnell and Brian Warwick received the “2018 Trial Lawyer of the Year Award” from the Public Justice Foundation in Washington D.C. This nationally recognized award was presented for V&W’s class action work protecting consumers in the payday loan industry in the matter of *Inetianbor v. CashCall*, in the United States District Court, Southern District of Florida. The *CashCall* case involved payday lenders using tribal land to attempt to circumvent usury laws for internet loans. Florida consumers were charged between 90% and 300% interest on these loans. The complex issues involved in this matter included an arbitration clause that required arbitration under tribal law, a choice of law provision that dictated tribal law and numerous competing class actions. The matter was appealed twice to the Eleventh Circuit and once to the Supreme Court of the United States. Ultimately, Florida consumers received millions of dollars in terminated loans and refunds.

11. V&W has been named Class Counsel in the following cases:

- *Allen v. AT&T*, In the United States District Court, Eastern District of Oklahoma, CIV-00-023-S;
- *Anstead et al v. Sacred Heart Health System Inc et al*, In the United States District Court, Northern District of Florida, 3:22-cv-02553;
- *Baez v. LTD Financial Services, L.P.*, In the United States District Court, Middle District of Florida, 6:15-cv-1043;
- *Bayhille, et al. v. Jiffy Lube International*, In the District Court for Cherokee County, Oklahoma, CJ-2002-352;
- *Bennett v. Coggin Cars, LLC*, In the Circuit Court of Duval County, Florida, 2004-CA-002883;
- *Briles v. Tiburon Financial, LLC, et al.*, In the United States District Court, District of Nebraska, 8:15-cv-00241
- *Brotz v. Simm Associates, Inc.*, In the United States District Court, Middle District of Florida, 6:17-cv-1603-Orl-40EJK

- *Brown v. Johnson Distributors, et al.*, In the General Court of Justice Superior Court Division, State of North Carolina, County of Mecklenburg, 16-CVS-3445;
- *Brown v. Lohman Property Management Co., LLC, et al.*, In the Circuit Court of Duval County, Florida, 16-2018-CA-008274;
- *Bryant v. World Imports U.S.A., Inc., d/b/a World Imports*, In the Circuit Court of Duval County, Florida, 2015-CA-005185;
- *Burrow, et al. v. Forjas-Taurus SA and Braztech International, L.C.*, In the United States District Court, Southern District of Florida, 1:16-cv-21606-EGT;
- *Byrd v. Lohman Property Management Co., LLC, et al.*, In the Circuit Court of Duval County, Florida, 16-2018-CA-06668;
- *Covey v. American Safety Council, Inc. d/b/a Florida Online Traffic School*, In the Circuit Court of Orange County, Florida, 10-CA-009781;
- *Ebreo v Vystar Credit Union*, In the Circuit Court of Duval County, Florida, 2014-CA-000365;
- *Ferrari v. Autobahn, Inc., et al.*, In the United States District Court for the Northern District of California, 4:17-CV-00018-YGR;
- *Friedman v. Guthy-Renker*, In the United States District Court, Central District of California, 2:14-cv-06009;
- *Gagnon v. Kia Autosport of Pensacola, Inc., et al.*, In the Circuit Court of Escambia County, Florida, 2014-CA-000084;
- *Grant v. Ocwen Loan Servicing, LLC*, In the United States District Court, Middle District of Florida, 3:15-cv-01376-MMH-PDB;
- *Gjolaj v. Global Concepts Limited, Inc.*, United States District Court, Southern District of Florida, 1:12-cv-23064;
- *Law Offices of Henry E. Gare, P.A. v Healthport Technologies, LLC*, In the Circuit Court of Duval County, Florida, 2011-CA-010202;
- *Hardy v. N.S.S. Acquisition Corp.*, In the Circuit Court of Palm Beach County Florida, CL-99- 8628 AO;
- *Harvey v. Hospital Lien Strategies*, In the United States District Court, Middle District of Florida, 3:10-cv-00640-TJC-JRK;

- *Holt v. HHH Motors, Inc.*, In the Circuit Court of Duval County, Florida, 2012-CA-010179;
- *Inetianbor v. CashCall and John Paul Reddam*, United States District Court, Southern District of Florida, 13-60066 – CIV – COHN – Seltzer;
- *Ioime, et al., v. Blanchard, Merriam, Adel & Kirkland, P.A.*, In the United States District, Middle District of Florida, 5:15-cv-13-Oc-30PRL;
- *Jackson v. Home Depot, USA, Inc., et al.*, In the Superior Court of the State of North Carolina for Mecklenburg County, 16-CVS-10961;
- *Jackson v. Worthington Ford of Alaska, Inc.*, In the Superior Court for the State of Alaska, Third Judicial District at Anchorage, 3AN-13-08258;
- *Kearney, et al., v. Direct Buy Associates, et al.*, In the Superior Court of the State of California for the County of Los Angeles, Central Civil West, BC539094;
- *Kilby, et al., v. Camaron at Woodcrest, LLC, et al.*, In the Circuit Court of Leon County Florida, 2013-CA-001300;
- *Koster, et al. v. Fidelity Assurance Associates, LLC, et al.*, In the Circuit Court of Lake County Florida, 2010-CA-003482;
- *Lankhorst v. Independent Savings Plan Company d/b/a ISPC*, In the United States District Court, Middle District of Florida, 3:11-cv-390-MMH-JRK;
- *McClure v. Avenue Motors, LTD*, In the Circuit Court of Duval County, Florida, 07-CA-009207;
- *Napoleon v. Worthington Imports of Alaska, Inc. d/b/a Mercedes Benz of Anchorage*, In the Superior Court for the State of Alaska, Third Judicial District at Anchorage, 3AN-14-09617 CI;
- *Newlin v. Florida Commerce Credit Union*, In the United States District Court, Northern District of Florida, 4:11-cv-00080-RH-WCS;
- *Neese, et al. v. Lithia Chrysler Jeep of Anchorage, Inc., et al.*, In the Superior Court in Anchorage Alaska, 3AN-06-4815;
- *Palasack v. Asbury Auto Group*, In the Circuit Court of Pulaski County, Arkansas, CV02-12712;
- *Page v. Panhandle Automotive, Inc.*, In the Circuit Court of Bay County, Florida, 11-CA-1611;

- *Parish v. California Style, Inc., et al.*, In the District Court of Sequoyah County, Oklahoma, CJ- 00-342;
- *Petersen v. American General Life Ins. Co.*, United States District Court, Middle District of Florida, Case No. 3:14-cv-100-J-39JBT;
- *Peterson v. Progressive Corporation*, In the Court of Common Pleas, Cuyahoga County, Ohio, CV-03-510154;
- *Pool, et al. v. Rexall Sundown*, In the District Court of Sequoyah County, Oklahoma, CJ-2002-1253;
- *Plummer v. United Auto Group, Inc., et al.*, In the Circuit Court of Pulaski County, Arkansas, CV02-11804;
- *Prindle v. Carrington Mortgage Services, LLC*, In the United States District Court, Middle District of Florida, 3:13-cv-01349;
- *Reynolds v. Jim Moran & Associates*, In the Circuit Court of Wakulla County Florida, 04-CA- 259;
- *Riley v Home Retention Services, Inc. et al.*, United States District Court, Southern District of Florida, 2014-CV-20106;
- *Matthew W. Sowell, P.A. v. Bactes Imaging Solutions, Inc.*, In the Circuit Court of Duval County, Florida, 09-CA-018050;
- *St. John v. The Progressive Corporation*, In the Common Pleas Court of Cuyohoga County, Ohio, 392581;
- *Tate v. Navy Federal Credit Union*, In the Circuit Court of Duval County, Florida, 14-CA-000756;
- *Webb v. Touch of Class Catalog, Inc.*, In the District Court of Sequoyah County, Oklahoma, Case No. CJ-2000-306;
- *West v. City Auto Group-Tallahassee, LLC d/b/a City Hyundai*, In the Circuit Court of Leon County, Florida, 2012-CA-042109;
- *Williams v. New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, Inc.*, United States District Court, Middle District of Florida, 3:17-cv-570-25JRK;
- *Williams v. Tallahassee Property Investors, LLC and Apartment Management Consultants, L.L.C.*, In the Circuit Court of Leon County, Florida, 2015-CA-002097;

- *Wood, Atter & Wolf, P.A. v. Record Reproduction Service, Inc.*, In the Circuit Court of Duval County, Florida, 2015-CA-00763;
- *Wood, Atter & Wolf, P.A. v. Star-Med, LLC*, In the Circuit Court of Duval County, Florida, 2016-CA-6096;
- *Wood, Atter & Wolf, P.A. v. University of Florida Jacksonville Physicians, Inc.*, In the Circuit Court of Duval County, Florida, 16-2014-CA-005771;
- *Wolfe v. S2 Matthews, LP*, In the Circuit Court of Duval County, Florida, 16-2022-CA-001434;
- *Zilinsky v. LeafFilter North, LLC*, In the District Court for Southern District of Ohio, Case No. 2:20-CV-6229-MHW-KAJ.

12. In 2018, V&W tried and won a class action through a successful jury trial in the Middle District of Florida in *Baez v. LTD Financial Services, L.P.*, Case No. 6:15-cv-1043.

13. I have personally been appointed as lead, co-lead or class counsel in 14 matters in state and federal court.

14. V&W also performs considerable appellate work on the class action cases it prosecutes throughout the United States.

- *Steines v. Westgate Palace, L.L.C.*, ___ F.4th ___, 2024 WL 4052630, at *1 (11th Cir. 2024) (Military Lending Act preempts Federal Arbitration Act);
- *Calderon v. Sixt Rent a Car, LLC*, 2024 WL 3823210 (11th Cir. 2024) (reversed dismissal of all claims by District Court in breach of contract class action);
- *A1A Burrito Works, et al. v. Sysco Jacksonville, Inc.*, 2023 WL 8440855 (11th Cir. 2023) (successful appeal reversing dismissal in a consumer class action);
- *Calderon v. Sixt Rent a Car, LLC*, 5 F.4th 1204 (11th Cir. 2021) (successfully defended District Court denial of motion to compel arbitration);
- *Home Depot U. S. A., Inc. v. Jackson*, 139 S. Ct. 1743 (2019) (successful defense of Fourth Circuit order remanding a consumer class action under CAFA);
- *Sellers v. Rushmore Loan Management Services, LLC*, 941 F.3d 1031, 1034 (11th Cir. 2019) (successful appeal reversing denial of class certification in a consumer class action);

- *Rainsbarger et. al. v. Alaska USA Federal Credit Union et al.*, S-17360 (May 14, 2019) (successful affirmance of class certification by Alaska Supreme Court);
- *Katrina Bushnell v. Portfolio Recovery Assoc., LLC*, 255 So.2d 473 (Fla. 2d DCA 2018) (successful amicus brief on appeal to Florida Supreme Court in an access to justice consumer case);
- *Friedman v. Guthy Renker LLC*, Case No. 17-56456 (9th Cir. 2017) (successful defense of class settlement approval in appeal from objectors);
- *Salvato v. Miley*, 790 F.3d 1286, 1289 (C.A.11 (Fla. 2015) (qualified immunity in 1983 action);
- *Dudley v. Eli Lilly & Co.*, 778 F.3d 909 (11th Cir. 2014) (successful defense of remand order based on CAFA jurisdiction);
- *HHH Motors, LLP v. Holt*, 152 So. 3d 745 (Fla. 1st DCA 2014) (successful affirmance of denial of motion to compel arbitration in consumer class action);
- *Mann v. Unum Life Ins. Co. of America*, 505 Fed. Appx. 854 (11th Cir. 2013)(Affirming motion to remand under CAFA jurisdiction);
- *Kuehn v. Cadle Co., Inc.*, 335 Fed.Appx. 827, 828, 2009 WL 1606868, at *1 (11th Cir. 2009)(Fair Debt Collection Practices Act judgment as a matter of law);
- *Jim Moran & Associates, Inc. v. Reynolds*, 4 So.3d 1225 (Fla. 1st DCA 2009) (FDUTPA class action);
- *Asbury Auto Group v. Palasack*, 237 S.W.3d 462 (Ak. 2006) (Arkansas Supreme Court reversed denial of class certification and granted summary judgement to plaintiff class on appeal);
- *AT&T Corp. v. Allen*, 541 U.S. 1027 (2004) (denial of certiorari from an Oklahoma Supreme Court affirmance of nationwide class certification).

15. On May 28, 2019, V&W received a win for consumers in the Supreme Court of the United States in the matter of *Home Depot USA Inc. v. Jackson*, 587 U.S. 435 (2019). The issue in the *Jackson* case was whether a third-party counterclaim defendant could remove a class action from state court under either the general removal statutes or under the Class Action Fairness Act. Justice Thomas, writing for the majority, held to the strict construction of the statutes argued by Jackson and federal court jurisdiction was not further expanded.

16. This complex appellate litigation and concomitant success is considerable for a very small firm indicating the firm's high level of experience and expertise in public interest and appellate law.

17. I have performed substantial work on the litigation of this case on behalf of Plaintiffs and the Classes. Along with other lawyers from my firm and co-counsel, we investigated factual evidence, filed the case, participated in extensive discovery, and ably responded to many unique legal arguments. My firm undertook this representation on a purely contingent basis with no guarantee of any recovery. To date, V&W and co-counsel has expended substantial resources investigating and litigating this case.

I declare under penalty of perjury of the state of Florida that the foregoing is true and correct to the best of my knowledge, and that I could competently testify to these facts if called as a witness.

Executed in St. Petersburg, Florida.

Dated: September 3, 2026.



Jeffrey L. Newsome, II

EXHIBIT 3

COURT-ORDERED NOTICE***Johnsten, et al. v. Progress Residential*
Class Action Settlement Notice****Property Manager, Class
Action Settlement for Eviction
Attorneys' Fees**

This Notice is to inform you about rights you have regarding a proposed Class Action Settlement related to your tenancy at a Florida property managed by a Progress Residential, LLC ("Progress") affiliated Defendant. You are receiving this notice because, sometime during the four years prior to August 26, 2024 (the "Class Period"), you were assessed Eviction Attorneys' Fees. A lawsuit has alleged that the assessment of those Eviction Attorneys' Fees was wrongful. The parties to the lawsuit have agreed to a settlement, without any determination that any party engaged in wrongful conduct. You are a member of the proposed Settlement Classes and, unless you request to opt-out of the Settlement Class, you may be eligible to receive a payment, as described on the back of this notice.

Johnsten v. Progress Residential

c/o Settlement Administrator
PO Box 23489
Jacksonville, FL 32241-3489

«keyline»

PRST-STD
U.S. POSTAGE
PAID
JACKSONVILLE, FL
PERMIT NO. XXX

To update address visit www.suntrustoverdraftclassaction.com

Notice ID: <<noticeid>>

PIN: <<pin>>

«fname» «lname»
«addrline1» «addrline2»
«addrline3»
«addrcity» «addrstate» «addrzip»
«country»

LITIGATION SUMMARY: Plaintiffs filed this putative class action for alleged violations of the Florida Consumer Collection Practices Act, Chapter 559, Florida Statutes ("FCCPA"); (ii) violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Florida Statutes ("FDUTPA"); (iii) negligent misrepresentation; (iv) unjust enrichment; (v) declaratory judgment; and (vi) breach of contract arising out of assessment and/or collection of Eviction Attorney's Fees. The parties agreed to settle these claims in a Class Action Settlement for the monetary and non-monetary benefits and releases set forth in the Settlement Agreement.

MONETARY BENEFITS: Members of the **Paid Class**, who ended their tenancy owing less to Progress than what they paid in Eviction Attorneys' fees during their tenancy or are current tenants and owe less to Progress than what they paid in Eviction Attorneys' Fees, shall receive a payment equal to seventy-five percent (75%) of the total Eviction Attorneys' Fees paid during the Class Period. Members of the **Balance Class**, who paid Eviction Attorneys' Fees to Progress and ended their tenancy owing more to Progress than what they paid in Eviction Attorneys' Fees during their tenancy, shall receive a payment equal to 30% of the total Eviction Attorneys' Fees paid during the Class Period. Members of the **Attempted Collection Class**, who were assessed Eviction Attorney's Fees but did not pay them, shall receive a release of claims against them as defined in the Settlement Agreement.

ATTORNEYS' FEES: Defendants separately agreed to pay Plaintiffs; counsel \$300,000 in attorney's fees and costs.

What Are My Rights and Options? You may either stay in the case or request to be excluded from it.

OBJECTING TO THE SETTLEMENT: You may appear at the Final Fairness Hearing to be heard in opposition to the Settlement. The Court will hold a Final Fairness Hearing on [Date] at [Time] before the Honorable [Judge], to determine whether the proposed Settlement is fair, reasonable and adequate. You must submit a written objection by [Date]. Visit the website below for details.

PARTICIPATING IN CLASS AND SETTLEMENT: In order to receive the monetary benefits of this Settlement, Settlement Class Members do not have to take any action. If and when the Settlement is finally approved by the Court, a Settlement payment calculated in accordance with the Settlement Agreement will be mailed to you at the same address as this Notice. If you are moving within the next 90 days, you can provide your new mailing address by email to settlementadmin@alcs.com or by mail to American Legal Claim Services, 8011 Philips Hwy #7, Jacksonville, FL 32256.

OPTING OUT OF CLASS AND SETTLEMENT: If you wish to be excluded you must send a written Request to American Legal Claim Services, 8011 Philips Hwy #7, Jacksonville, FL 32256 no later than ____ (Date), stating your name, address, and the following statement: "I request exclusion from the Settlement Class in *Johnsten v. Progress Residential, Case No. 2024-CA-001692*."

This Notice has been Approved and Ordered by:
Honorable [Judge].

www.JohnstenEvictionFeesSettlement.com • 800-XXX-XXXX