

**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

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

THIS CAUSE came before the Court on Plaintiffs, Crystal Johnsten, Karen Ransome, Carmen Garcia, and Angel Lara, (“Plaintiffs”), on behalf of themselves and all others similarly situated, seeking an order certifying a settlement class and preliminarily approving the terms of the proposed settlement between Plaintiffs and Defendants Progress Residential, LLC, Progress Residential Direct Services, LLC, Progress Residential Property Management, LLC, Progress Residential Management Services, LLC, and Progress Residential PM Holdings, LLC. The Court has reviewed the pleadings, motion and supporting materials submitted by the parties, and being otherwise advised in the premises, finds and orders as follows:

I. THE CLASS SETTLEMENT APPROVAL PROCESS

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

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

II. TERMS OF THE SETTLEMENT

This class action arises from Progress Defendants' allegedly unlawful assessment and collection of Eviction Attorneys' Fees by posting such fees to tenants' account ledgers prior to being assessed those eviction attorneys' fees and court costs by a court in an eviction proceeding.

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 prior to those amounts being assessed by a court in an eviction proceeding. 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.

a. The Class Definitions

Under the proposed Settlement, Progress Defendants agree not to oppose certification of a settlement class (the "Class") that consists of the three classes defined below, with the term "Eviction Attorneys' Fees" for purposes of the settlement and class certification defined in the Settlement Agreement. (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.

b. The Class Relief

Under the Settlement, the 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.¹ The monetary component of the Settlement totals \$556,386.89.

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 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 value of Defendant's release to the Class is seven-figures.

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.

¹ 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.

For these reasons set forth below, the Court finds that the settlement amount falls within the “range of reasonableness” such that the Class should be certified for settlement purposes and notice should be issued to the Class.

III. CONCLUSIONS OF LAW REGARDING CLASS CERTIFICATION

For settlement purposes only, and based upon the Court’s review of the Agreement and Plaintiffs’ Unopposed Motion for Preliminary Approval, pursuant to Fla. R. Civ. P. 1.220(a) and (b)(3), the Court hereby certifies the Paid Class, the Balance Class, and the Attempted Collection Class (collectively the “Settlement Class”):

A. Numerosity

There are 3,003 Settlement Class Members. For purposes of approving the Settlement Agreement and certifying the Settlement Class only, the Court finds that joinder of 3,003 persons to this action would be impractical. Accordingly, this first requirement is satisfied.

B. Commonality

The Court finds that the commonality requirement is satisfied, for purposes of approving the Settlement Agreement and certifying the Settlement Class only, in that all members of the Settlement Class were subject to the common business practice at issue, which is allegedly unlawful assessment and/or collection of Eviction Attorneys’ Fees. The questions of law and fact that are common to the Settlement Class include, but are not limited to:

(a) Whether Progress Defendants’ assessment and/or collection of Eviction Attorney Fees violates the FCCPA, (specifically Fla. Stat. § 559.72(7)), by assessing and/or collecting Eviction Attorney Fees prior to assessment of those Eviction Attorneys’ Fees by a court in an eviction proceeding.

(b) Whether as a result of Progress Defendants' alleged wrongdoing, Plaintiffs and class members sustained damages and the proper amount of these damages.

Regardless of whether the Plaintiffs or Defendants are ultimately correct as to whether the Progress Defendants had the right to assess and/or collect Eviction Attorney's Fees prior to assessment of those Eviction Attorneys' Fees by a court in an eviction proceeding, for purposes of approving the Settlement Agreement and certifying the Settlement Class only, the issue is common to all class members.

C. Typicality

The claims alleged by Plaintiffs are typical of the claims of the Class Members. Here, named Plaintiffs are entirely typical of the putative class members they seek to represent. Plaintiffs were Florida residents who were tenants of Defendants. Plaintiffs were each assessed Eviction Attorneys' Fees. The Second Amended Complaint asserts that the Class Members similarly were tenants of Defendant in Florida and were assessed Eviction Attorneys' Fees. There is nothing peculiar about Plaintiffs' experience with Defendants with respect to Eviction Attorneys' Fees that makes them different from other members of the class. For purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class only, Plaintiffs possess the same legal interest and have the same alleged legal injury as the other members of the class, and therefore the typicality requirement of Rule 1.220(a) is also satisfied.

D. Adequacy

The Court finds that Plaintiffs have no interests antagonistic to the class they seek to represent and that Class Counsel is experienced in litigating class action cases. Accordingly, the adequacy requirement is satisfied for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class only.

E. Rule 1.220(b) Requirements

The Court also finds that the requirements of Rule 1.220(b)(3) have been satisfied for the purposes of approving the Settlement Agreement and certifying the Settlement Class only. In particular, the Court finds that the predominating issues are whether Defendant engaged in a common course of conduct, or common practice, of assessing and/or collecting Eviction Attorneys' Fees prior to assessment of those Eviction Attorneys' Fees by a court in an eviction proceeding. As a result, the legality of these common courses of conduct by Defendants is the predominating common question in this litigation. Therefore, for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class only, the facts of this matter satisfy the predominance requirement of Rule 1.220(b)(3).

The Court also finds, for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class only, that class treatment via a class-wide settlement is superior to individual litigation of the claims of each putative class member. In particular, the Court notes that the small amounts of individual damages effectively precludes individual actions seeking relief for the alleged overcharges at issue. Even if class members were able to find counsel to represent them, many may be unaware that they could assert claims.

Thus, for purposes of preliminarily approving the Settlement Agreement and certifying the Settlement Class only, this Court finds that all of the requirements for Class Certification pursuant to Rule 1.220(a) and (b)(3) are satisfied and the Motion for Class Certification will be **GRANTED**, for settlement purposes only.

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

When determining whether to grant preliminary approval to a class action settlement, the court must first certify the class for settlement purposes, and then consider the fairness of the

settlement. *See e.g., Grosso v. Fidelity Nat'l Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008). Having certified the class for purposes of this settlement, the Court shall now consider the fairness of the settlement.

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

Under the terms of the proposed Settlement, Defendant will create a \$556,386.89 fund, from which each Paid Class Member will receive a damages payment equivalent to 80% of the Eviction Attorneys' Fees they paid, and each Balance Class Member will receive a damages payment equal to 30% of the Eviction Attorneys' Fees they paid. Progress also would release 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, including the Attempted Collection Class Members. The release provides significant relief to the Classes.

The \$2,500.00 class representative award to each named Plaintiff also appears to be reasonable in light of the time and effort expended by the Plaintiffs in representing the Settlement Class.

The Attorneys' Fees and Costs of \$300,000 appear to be reasonable and represents less than the total lodestar of Class Counsel at their normal hourly rates.

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

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

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

The proposed Notice provided to the Court in advance of the hearing on Plaintiffs' Unopposed Motion for Preliminary Approval explains the terms of the Settlement, provides instructions for how to opt-out of the Settlement Class, and explains the legal ramifications of staying a Settlement Class Member. The Notice also allows Settlement Class Members to appear

through their own counsel and or to object to the terms of the Settlement. Accordingly, this Court finds that the proposed Notice meets the requirements of Rule 1.220 and due process.

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

ORDERED and ADJUDGED on this Monday, September 14, 2026:

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

2. The Court hereby appoints Plaintiffs, Crystal Johnsten, Karen Ransome, Carmen Garcia, and Angel Lara, as class representatives of the Settlement Classes, and appoints Jeffrey L. Newsome, II, of the law firm Varnell & Warwick, P.A., 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. as Counsel for the Settlement Class.

3. A Final Settlement Fairness Hearing is scheduled for via zoom for **January 11, 2026 at 9:30 a.m.** via Microsoft Teams, <https://fl18.org/recksiedler> and that hearing will address the following issues:

- a. 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. whether Final Judgment as provided under the Settlement Agreement should be entered dismissing the Complaint filed in this action with prejudice;

- c. whether to approve the awards to Plaintiffs and Class Counsel of the incentive award and attorneys' fees and costs that have been negotiated by the parties; 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") submitted by the parties. The Settlement Administrator shall cause the Notice to be mailed to the Settlement Class Members as soon as practicable.

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

6. Class Counsel is authorized to represent and act on behalf of the Settlement Class with respect to all acts required by the Settlement Agreement or such other acts which are reasonably necessary to consummate the spirit of the proposed 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 Settlement Class Member may opt out by utilizing the procedures outlined in the Notice. The parties shall file a list of any Class Members who have timely and properly opted out of the Settlement with the Court prior to the Fairness Hearing.

9. Any Settlement Class Member may appear and show cause why the proposed Settlement of this 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 the Plaintiffs should not be made, or why attorneys' fees or costs should not be awarded as provided in the Settlement Agreement; provided, however, that no Settlement Class Member or any other person, shall be heard or entitled to contest the approval of the proposed Settlement, or, if approved, the Judgment to be entered thereon, unless on or before fourteen (14) days prior to the Fairness Hearing, that person has caused to be filed written objections in the manner and form outlined in the Settlement Agreement, stating all supporting bases and reasons with:

Clerk of the Circuit Court
Circuit Civil
101 Eslinger Way,
Sanford, FL 3277

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

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

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

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

DONE AND ORDERED in Chambers in Seminole County, Florida this ____ day of _____, 2026.

59-2024-CA-001692 09/14/2026 01:44:09 PM



Jessica Recksiedler, Circuit Judge

59-2024-CA-001692 09/14/2026 01:44:09 PM

Honorable Jessica J. Recksiedler
Circuit Court Judge

59-2024-CA-001692 09/14/2026 01:44:09 PM



Jessica Recksiedler, Circuit Judge

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