

**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