

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

*Armani Raji and Kimberly L. Swygert v. The Collier Companies, Inc.
and Paradigm Properties Management Team, Inc.*
(Case No. 2021-CA-000002)

IMPORTANT CLASS ACTION NOTICE

**A court authorized this notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

Why Are You Receiving This Notice?

This notice is to inform you of a proposed settlement in a class action lawsuit against Paradigm Properties Management Team, Inc. and The Collier Companies, Inc. that is pending before the circuit court of the second judicial circuit in Leon County, Florida. You are receiving this notice because you may be eligible for a refund or other relief.

The proposed settlement (“Settlement”), if approved will affect you if you were a tenant of a property owned or managed by The Collier Companies, Inc., or Paradigm Properties Management Team, Inc. and you were charged accelerated rent and/or accelerated late fees. . You should read this notice carefully as it explains certain time-limited benefits that you may qualify for. This notice also explains certain obligations you will be required to comply with if the Settlement is approved and you are seeking to recover accelerated rent and/accelerated late fees. .

What Is a Class Action?

A class action is a kind of lawsuit. In a class action, the rights of a large group of people are decided in one court proceeding. Representative plaintiffs known as “class representatives” assert claims on behalf of the entire group, or “class.”

What Is this Class Action About?

Plaintiffs Armani Raji and Kimberly L. Swygert (“Plaintiffs”) filed a putative class action for alleged violations of Florida Statute § 83.49, the Florida Residential Landlord Tenant Act (“FRTLA”) and Florida Consumer Collections Practices Act, Fla. Stat. §559.55 *et seq.* (“FCCPA”). Plaintiffs allege that the Defendants violated these statutes when they demanded accelerated rent and/or accelerated late fees. Defendant strongly disagrees that its practices failed to comply with FRTLA or the FCCPA, but have agreed to resolve this matter to avoid the time and expense of litigation. The Plaintiffs and Defendants 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. All Class Members will release Defendants from all liability from the claims in the lawsuit. Defendants will refund partial amounts paid for accelerated rent and all amounts collected for accelerated late fees based on whether a notice of termination was provided if required by the lease (Explained in more detail below); will release the Class Members from damages or amounts refunded; request removal or deletion of all credit reporting for

accelerated rent and/or accelerated late fees by all credit reporting organizations to whom it has reported the debts; and will refrain from attempting to collect amounts owed for accelerated rent and/or accelerated late fees.

Who Is in the Settlement Class?

You are in the Settlement Class in the Action if you meet either of the following criteria:

Actual Damages Class:

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

Injunctive Relief Class:

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

Who Represents the Settlement Class?

The Court has appointed the Plaintiffs as the representatives of the Settlement Class. The Court has also appointed the following lawyers as counsel for the Settlement Class (“Class Counsel”):

Robert G. Churchill
CHURCHILL LAW GROUP, PLLC
E-Mail: Robert@ChurchillLawGroup.com
Post Office Box 5122
Tallahassee, Florida 32314
Telephone: (850) 668-6700

David H. Abrams
LAW OFFICE OF DAVID H. ABRAMS
E-Mail: david@dhabramslaw.com
Post Office Box 568587
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Dean LeBoeuf
Brooks, LeBoeuf, Foster, Gwartney, & Hobbs P.A.
E-Mail: Dean@toomuchatstake.com
909 East Park Ave.
Tallahassee, Florida 32301
Telephone: (850) 222-2000

These lawyers represent your interest in the Action. You will not be charged for their services.

The Proposed Settlement

Members of the Actual Damages Class who submit a valid Claim Form shall receive a refund of any amount paid by such individual or entity that is applicable to a period following the Damages Period, which is described below. Additionally, if you are a member of the Actual Damages Class and return a valid Claim Form you shall be entitled to waiver and cancellation of any outstanding balance for accelerated rent and accelerated late fees, although no other outstanding charges will be waived under this Settlement.

Under the Settlement Agreement, “Trigger Date” means (i) the final day of the month in which such Settlement Class Member provided written notice of termination or abandonment as required by their residential lease; or (ii) if no such written notice was provided by Settlement Class Member, the final day of the last month in which such Settlement Class Member made payment of monthly rent in full as required by their residential lease.

The Damages Period shall be (i) a period of two (2) months following the Trigger Date, if such Settlement Class Member provided notice of termination or abandonment as required by their residential lease; or (ii) a period of three (3) months following the Trigger Date, if such Settlement Class Member failed to provide written notice of termination or abandonment as required by their residential lease.

To determine the amount of relief (if any) due to Settlement Class Member, any sums actually paid by such Settlement Class Member (or a Related Settlement Class Member, as hereinafter defined) pursuant to the related underlying residential lease shall be applied as follows: first, to past due rent associated with a period prior to the Trigger Date; second, to any unpaid utility charges incurred and paid by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; third, to charges associated with damage to the unit incurred and paid for by the Defendant prior to the filing date of the original contract, to wit: January 1, 2021; fourth, to refund any accelerated late fee actually paid; and fifth, to refund any accelerated rent amount actually paid.

Within 45 days of final approval, to the extent that the class member’s account has been subject to credit reporting either by the Defendant or by a third party, the Defendant shall take all steps necessary to request deletion or modification of the credit reporting trade-line to remove or delete all credit reporting for accelerated rent and/or accelerated late fees consistent with the relief given to the injunctive relief settlement class. No other credit reporting shall be deleted or removed under this Settlement.

In addition to the monetary relief provided to members of the Actual Damages Class who submit claim forms, all members of the Actual Damages Class will receive nonmonetary relief in the form a request by Defendant for removal or deletion of all credit reporting for accelerated rent and/or accelerated late fees, and cessation of all collection activity for outstanding accelerated rent and/or accelerated late fees.

Members of the Injunctive Relief Class will not receive monetary compensation. However, Defendants agree to (a) revise residential leases used at all Class Property to remove language regarding the charging and collection of accelerated late fees and/or accelerated rent, except as permitted by applicable law; (b) discontinue the practice of assessing or otherwise charging residential tenants at all Class Property accelerated late fees and/or accelerated rent, except as permitted by applicable law; (c) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated late fee amount associated with a period following the Damages Period; (d) remove any negative tradeline reporting balance associated with any individual or entity included in the Injunctive Relief Settlement Class for any accelerated rent amount associated with a period following the Damages Period; and (e) cease all attempts to collect (and to cease any ongoing collection efforts for) any outstanding balance for all accelerated rent and accelerated late fees for

all class members, except that Defendant reserves the right to assert these amounts in any individual or class action suit brought against it. This relief granted to the Injunctive Relief Class shall also be granted to the Actual Damages Class.

If the Settlement is not finally approved by the Court, no payments will be issued, and the Parties and the members of the Settlement Class will be returned to the *status quo* as it existed prior to preliminary approval.

Why Is There a Settlement?

The Court has not decided in favor of either side in this case. The Defendants deny all allegations of wrongdoing, but are settling to avoid the expense and inconvenience of continuing to litigate the case. The Plaintiffs and the lawyers representing them (“Plaintiffs’ Counsel”) believe that settlement is in the best interest of the class because it provides substantial benefits to the class members, which the class members would not receive if the Plaintiffs lost the lawsuit or were only partially successful. In addition, the Settlement avoids the expense and delay of pursuing the case through trial and any appeals, which might otherwise continue for several more years.

Will the Settlement Affect Me?

The Court has preliminarily certified two classes (Actual Damages and Injunctive Relief). You have been identified as a member of one of these classes. Therefore, the Settlement will affect your rights and responsibilities.

Class members have the opportunity to be bound by the settlement (see Options 1 and 2 below), or to opt out or oppose the Settlement (See Option 3 below). If the Court decides not to approve the Settlement, however, the lawsuit will continue as if there had been no Settlement or certification of the two Classes.

What Is the Legal Effect of the Settlement?

Pursuant to the settlement agreement, the Released Parties are defined as follows:

“Released Parties” shall include Plaintiffs, Defendants, class members, and all Related Parties.

Pursuant to the Settlement Agreement, the following claims are released:

“Released Claims” means all claims arising from or relating to Defendant’s charges for accelerated rent or accelerated late fees during the Class Period, arising from or relating to Defendant’s compliance with FRLTA, arising from or relating to Defendant’s compliance with FCCPA, or all claims which could have been asserted in this action, as defined in Paragraph 6(1) on page 23 of the Settlement Agreement. You are encouraged to review Section 6(1) of the Settlement Agreement for a full and complete understanding of the Released Claims.

Specifically, if the Settlement is finally approved, Plaintiffs and each Settlement Class Member (except Settlement Class Members who have excluded themselves from the Settlement Class) will release the Defendants and all Related Parties from all Released Claims that they have or could have asserted in this lawsuit.

If I Am a Settlement Class Member, What Are My Options?

If you are a Settlement Class Member, you have a right to stay in the case as a Settlement Class Member, or you can choose to be excluded from the case. You need to decide this question very soon.

Option 1. Fill Out and Return the Enclosed Claim Form. Your Claim will be Evaluated and You May Receive a Money Refund.

To claim rights to your refund as part of this case, you should fill out and return the enclosed claim form. Your claim will then be evaluated as described in this notice and in the Settlement Agreement, and you may receive a money refund. Submitting the claim form will cost you nothing, but will identify you as a member of the Actual Damages class in this case, and will preclude you from seeking your own relief in any other separate lawsuit.

If you submit the claim form, after the Settlement is finally approved, you will automatically receive a payment and/or balance relief in accordance with the settlement agreement. If you decide to stay in the case as a Settlement Class Member, you will be bound by all orders and judgments of the Court with regard to the Settlement Class.

Option 2. Do Nothing. You will not receive any Monetary Compensation, but you will receive all of the benefits of the Injunctive Relief Class.

If you do nothing, you will gain the same relief as every member of the Injunctive Relief Class. If you decide to stay in the case as a Settlement Class Member, you will be bound by all orders and judgments of the Court with regard to the Settlement Class.

Option 3. Exclude yourself from the Action.

You have the right to not be part of this Action by excluding yourself or “opting out” of the Settlement Class. If you exclude yourself, you will not receive a payment and/or balance relief in accordance with the settlement agreement. However, you will maintain your legal right to sue Defendants in a separate lawsuit at your own expense.

If you wish to be excluded from the Settlement Class, you must send a written Request for Exclusion to *Raji v. The Collier Companies, Inc.*, c/o Settlement Administrator, [INSERT ADDRESS] no later than [INSERT DEADLINE] stating your name, address, and email address, and the following statement: “I request exclusion from the Settlement Class in *Raji v. The Collier Companies*, Case No. 2021-CA-000002 without condition or caveat.”

You do not need to hire your own lawyer to request exclusion from the Settlement Class, however you are entitled to retain counsel, if you so choose. If you exclude yourself from the Settlement Class, you give up your right to receive money or other benefits awarded in this case, if any, and you will not be bound by any judgments or orders of the Court.

If the request for exclusion is submitted by someone other than the Settlement Class Member (*i.e.*, a Legally Authorized Representative or attorney), then the third party signor (*e.g.*, attorney, legal representative, or other third party) must include the following attestation on the exclusion request: “I certify and attest to the Court that the Settlement Class Member on whose behalf this exclusion request is submitted has been provided a copy of and an opportunity to read the Class Notice and thereafter specifically requested to be excluded from the Settlement Class.” Such third-party signor must include their full name, contact information, and the legal basis for that signor’s authority to act on behalf of the Settlement Class Member.

Written requests for exclusion must be delivered to the Claims Administrator no later than [INSERT DEADLINE].

If you do not comply with these procedures, including the deadline for submitting the written request for exclusion, you will lose any opportunity you have to be excluded from the Proposed Settlement.

May I Object to the Settlement?

Yes. If you are a Settlement Class Member, and if you think the Proposed Settlement is unfair, you have the right to object to the Settlement on your own or through counsel. To object, you must submit a writing containing the following: (1) a prominent identifying reference to the Action containing the title of the case, “*Raji v. The Collier Companies, Case No. 2021-CA-000002*”; (2) your full legal name (3) your current address and email; (4) a statement of each objection being made and the basis therefor; (5) a statement indicating whether you intend to appear at the Final Approval Hearing; (6) a list of witnesses whom you may call by live testimony; (7) if you are represented by legal counsel, the name, address, bar number, and telephone number of the counsel; (8) any legal authority upon which you intend to rely in support of the objection; and (9) copies of any documents or papers that you plan to submit or want the Court to consider.

Written objections must be filed with the Court and served upon all counsel in the Action by no later than [INSERT DEADLINE].

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court or to otherwise contest the approval of the Proposed Settlement or to appeal from any orders or judgments entered by the Court in connection with the Proposed Settlement.

Is there a Hearing Scheduled on the Final Approval of the Settlement?

The Court has scheduled a Final Approval Hearing for [INSERT DATE] at 10:00 am before the Honorable Jonathan Sjostrom in chambers, Room 301-D at the Leon County Courthouse located at 301 South Monroe Street, Tallahassee, Florida 32301. You do not need to attend the hearing. The Final Approval Hearing will address whether the Proposed Settlement is fair, reasonable, and adequate and whether the Court should approve it. The Final Approval Hearing date is subject to change. If the Final Approval Hearing date changes, no separate notice of that change will be mailed. However, the new date will be available on the Settlement Website listed below.

If the Settlement is finally approved without an appeal, Initial Payments may issue 30 days after the entry of the Final Order and Judgment. If there is an appeal, Initial Payments would issue 30 days after the appeal is finally resolved. The payment of Claims for Payment of Additional Relief will be dependent on the completion of the claims administration process to be overseen by the Special Master. If the Settlement is not approved by the Court, no payments will be issued. The Court may extend the payment period with approval from the Parties. If that happens, no separate notice of that change will be mailed.

If you are entitled to a refund or payment pursuant to the Settlement Agreement, you will have sixty (60) days from the date on which the payment is placed in the mail for delivery to you by Claims Administrator, to be delivered to the addressed included on the claim form you may return, to endorse and deposit the same with your banking institution. The refund or payment checks will be void and of no further force or effect following the above (60) day deadline.

How Do I Find Out More About This Lawsuit?

This notice is a summary of the Action and the Proposed Settlement. If you have any questions about this notice or the Proposed Settlement, you may contact Class Counsel at the email addresses and phone numbers listed above

Additional information about this case, the claims, and the Proposed Settlement is available on the Settlement Website: **[INSERT WEBSITE]** or by contacting the Settlement Administrator via email at **[INSERT EMAIL]** or via USPS mail at:

Raji v. The Collier Companies, Inc.
c/o Settlement Administrator
[INSERT ADDRESS]

If after reviewing the Settlement website you still have questions, you can contact Class Counsel (See “Who Represents The Class” above).

DO NOT CONTACT THE COURT OR DEFENDANTS OR DEFENDANTS’ COUNSEL FOR INFORMATION.