

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

JAY ALAN DURRANCE,
*on behalf of himself and
all others similarly situated,*

CASE NO: 2023CA003292

Plaintiff,

v.

CONCORD MANAGEMENT LTD
and WATERVUE PARTNERS, LLC

Defendants.

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AGREEMENT**

THIS CAUSE came before the Court for a hearing on August 4, 2026, on the Motion for Preliminary Approval of the Class Action Settlement Agreement filed herein by Plaintiff, Jay Alan Durrance, filed on July 2, 2026 [Docket Entry 111] with respect to the Class Action Settlement Agreement entered into with Defendants, Concord Management Ltd. and Watervue Partners LLC. The Court being fully advised in the premises of the proposed class settlement makes the following findings:

A. There are currently two actions pending in the State of Florida in the actions styled as “*Jay Alan Durrance v. Concord Management Ltd. and Watervue Partners LLC*,” In the Circuit Court of the 18th Judicial Circuit, in and for Seminole County, Florida, Case No. 2023CA003292,” and *Marlene Barban v. Concord Management Ltd. and River Ridge Apartments Ltd.*, in the Circuit Court of the 9th Judicial Circuit, in and for Orange County, Florida, Case No. 2022-CA-009410-O” (collectively the “State Court Actions”), in which the Class Representatives have claimed that Defendants violated the requirements of state law with

respect to the failure to send security deposit notices in the form mandated under Fla. Stat. §83.49(3). In particular, the Class Representatives have filed their Complaints against Defendants seeking relief on a class-wide basis for *inter alia* violations of the Florida Residential Landlord Tenant Act (“FRLTA”), Fla. Statute §83.40, *et seq.*, and the Florida Consumer Collection Practices Act (“FCCPA”).

B. The Parties have entered into a Class Action Settlement Agreement (“Settlement Agreement”)¹ on August 7, 2026. Released Parties under the Settlement Agreement means *inter alia* Defendants Concord Management Ltd. and Watervue Partners, LLC, (“Concord Settling Parties”) and is intended to include all “Persons” as defined in Paragraph 19 of the Settlement Agreement, including but not limited to, all present and future affiliated entities, all property owners and associations where the Class Members resided at the relevant time herein, all predecessors and successors and each of their respective parents, subsidiaries, insurers, agents, employees, representatives, officers, members, attorneys, and all other persons or entities acting on such Defendants’ behalf.

C. The Settlement Agreement has been submitted to the Court for approval pursuant to Rule 1.220, Florida Rules of Civil Procedure.

D. The Parties agree that pursuant to Rule 1.220, Florida Rules of Civil Procedure, the Court may certify a class (“Settlement Class”) consisting of:

All persons who between April 3, 2021, to April 3, 2025, are former residential tenants of Concord Settling Parties from whom Concord Settling Parties have claimed a portion, or all, of the former tenant’s security deposit after sending the former tenants a form that is substantially similar or materially identical to Exhibit “A”, regardless of the nature of the charges included on such form of statement.

¹ All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement. Some definitions, however, are repeated for clarity.

All persons who had all, or a portion, of their security deposit withheld or managed by Concord Settling Parties.

and

All persons who are former residential tenants of Concord Settling Parties who were charged a liquidated damages lease termination fee including but not limited to the below:

1. Residents with claims against security deposits for liquidated damages when the tenant elected liquidated damages as their remedy under Fla. Stat. 83.595(4)
2. Residents with claims against security deposits for liquidated damages under Fla. Stat. 83.575(1).

Defendants represent and warrant that the Class consists of approximately 16,924 tenant accounts (“Disclosed Class Size”).

D. Pursuant to the Settlement Agreement, Defendants agreed to the following relief to the Class (“Settlement Benefits”), summarized as follows:

- **Consent decree.** As part of the Final Judgment, the Court shall enter a consent decree permanently enjoining Defendants from using any form notice which does not provide the mandated information required by Fla. Stat. §83.49 as set forth in the Settlement Agreement; from collecting any further monies under residential leases subject to the settlement; and from reporting negative credit reporting tradelines as to any Class Member, as well as directing the deletion of any such existing tradeline.

- **Discharge of Unpaid Lease Balances.** Defendants shall waive the right to collect any further monies for Unpaid Balances under Class Member residential lease agreements. The aggregate amount of such Unpaid Balances is in excess of \$15,985,000.

- **Settlement Fund.**

(a) **General.** Within ten (10) days of entry of the Final Judgment approving this Settlement Agreement, Defendants shall establish a fund in the total amount of One Million

Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) (“Settlement Fund”) with the Court-appointed Settlement Administrator, from which payments, including, but not limited to, attorneys’ fees, litigation expense, mediation costs, class representatives’ compensation, and settlement administration expense, shall be deducted to determine the net settlement fund (“Net Settlement Fund”).

(b) Settlement Payment. Each Participating Class Member shall receive a *pro rata* share of the Net Settlement Fund without the need for a claim form based on the ratio of the Security Deposit amount paid by the Class Member to the Net Settlement Fund. Settlement checks (“Settlement Check”) will be distributed to Class Members within forty-five (45) days of entry of the Final Judgment.

(c) Attorney Fee Award and Costs. The Settlement Administrator shall pay from the Settlement Fund the Attorney Fee Award and Costs to Class Counsel upon entry of the Final Judgment in accordance with ¶5 of the Class Action Settlement Agreement.

(d) Class Representatives’ Compensation. The Settlement Administrator shall pay the Class Representatives Incentive Award to the Class Representatives from the Settlement Fund] in accordance with ¶7 of the Class Action Settlement Agreement.

E. Class Counsel will ask the Court to approve attorneys’ fees under the common fund/benefit doctrine in an amount not to exceed the sum of One Million Dollars (\$1,000,000.00) (“Attorney Fees”). Class Counsel shall also be entitled to recover all reasonable litigation expenses, including but not limited to court costs, mediation fees and travel expense (“Costs”). Class Counsel will also ask the Court to approve an incentive award of \$7,500 (“Incentive Award”) to be paid from the Settlement Fund to each Class Representative for the time and resources they have spent helping Class Counsel on behalf of the whole Class, to be

paid to the Class Representatives in addition to any other applicable Class Member benefits. The Court may award less than the requested amount.

F. In light of the benefits to the Settlement Classes, including the Settlement Fund, the waiver of debt, and the credit amelioration, the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class.

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

1. The Settlement Agreement is preliminarily approved.
2. The Court preliminarily certifies the Settlement Class pursuant to Rule 1.220, Florida Rules of Civil Procedure.
3. Plaintiffs Marlene Barban and Jay Alan Durrance (hereinafter “Class Representatives”) are hereby appointed Class Representative for the /Settlement Class.
4. Robert W. Murphy, Esq., David H. Abrams, Esq., Kaelyn Diamond, Esq., and Joseph M. Sternberg, Esq., are hereby appointed Class Counsel for the Settlement Class.
5. The names and addresses of all Class Members shall be provided by Defendants to Class Counsel by August 31, 2026.
6. Notice in the form of Exhibit “B” (“Long Form Notice”) attached to the Settlement Agreement shall be mailed to Class Members by September 15, 2026.
7. All opt-outs, motions to intervene in, and objections to the proposed class action settlement shall be made on or before October 30, 2026.
8. The Final Fairness Hearing will be conducted before the Honorable Donna M. Goerner, Seminole County Courthouse, 301 N. Park Avenue, Sanford, Florida 32771, in Courtroom C on Thursday, December 3, 2026, at 9 a.m.
9. Nothing herein shall be construed to find liability on the part of the Defendants for

the alleged violations addressed in this lawsuit. The Court recognizes that the Defendants deny liability.

DONE AND ORDERED in Chambers, in Seminole County, Florida, this Saturday, September 26, 2026.

59-2023-CA-003292 09/26/2026 07:14:40 AM

A handwritten signature in black ink, appearing to read "Donna Goerner", written over a horizontal line.

Donna Goerner, Circuit Judge

59-2023-CA-003292 09/26/2026 07:14:40 AM

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Copies of this ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT are provided via e-service only through the Florida Courts E-Filing Portal. The moving party is responsible for service of all non-registered parties.