

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

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

CASE NO: 2023CA003292

CIVIL DIVISION

Plaintiff,

v.

CONCORD MANAGEMENT LTD
and WATERVUE PARTNERS, LLC

Defendants.

_____ /

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

MARLENE BARBAN,
*on behalf of herself and
all others similarly situated,*

CASE NO: 2022-CA-009410-O

Plaintiff,

v.

CONCORD MANAGEMENT LTD and
RIVER RIDGE APARTMENTS LTD.,

Defendants.

_____ /

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter the “Settlement Agreement”) is made by and between Plaintiffs, Jay Alan Durrance and Marlene Barban (“Class Representatives”), individually and on behalf of the Class and Class Members (as those terms are defined below), and Defendants, Concord Management Ltd., Watervue Partners, LLC, and River Ridge Apartments,

Ltd. (“Defendants”).

Throughout this Settlement Agreement, Defendants, the Class Representatives, and Class Members may be referred to individually as “Party,” or collectively as the “Parties.”

Recitals

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”). A copy of the alleged Deposit Disposition Form at issue is attached as Exhibit “A.”

B. Defendants deny the claims asserted in the State Court Actions and expressly deny any and all wrongdoing or liability of any kind to any person, including in connection with the alleged claims. Defendants have asserted various affirmative defenses that could conceivably lead to the dismissal of the State Court Actions with no relief being afforded to the Plaintiffs or the Class.

C. Class Counsel has conducted an extensive investigation and evaluation of the facts

and law relating to the claims asserted in the State Court Actions to determine how to best serve the interests of the Class Representatives and the Class Members. Defendants' counsel has conducted a similar investigation on behalf of Defendants.

D. The Class Representatives, individually and on behalf of the Class Members, on the one hand, and Defendants on the other, wish to amicably end and bring to rest the protracted litigation, disputes and claims between them in their respective best interests.

E. Counsel for the Parties have engaged in extensive arms-length negotiations prior to entering into this Settlement Agreement, including attending formal mediation.

F. This Settlement Agreement sets forth the terms and conditions for a proposed settlement of the claims described more fully below.

G. The Class Representatives and Class Counsel believe that this Settlement Agreement, including its class notification procedures, is fair, reasonable and adequate; and agree to settle the State Court Actions, pursuant to the provisions of this Settlement Agreement, after considering such factors as the substantial benefits to the Class Representatives and the Class Members under the terms of this Settlement Agreement and the attendant risks and uncertainties of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation, including (a) the uncertainty inherent in establishing any liability of Defendants, (b) the uncertainty inherent in the various theories of damages, even if the Class Representatives prevailed in establishing the liability of Defendants, and (c) the desirability of consummating this Settlement Agreement promptly in order to provide effective relief to the Class Representatives and the Class Members.

H. By reaching the settlement, Defendants do not admit or concede and expressly deny

any wrongdoing, liability, or improper conduct of any nature in connection with any facts or claims that have been or could have been raised against them in the State Court Actions, or in any other forum. Defendants consider it desirable for the State Court Actions to be settled and dismissed because the Settlement will: (a) avoid the continued and significant expense of litigation of the proposed class action; (b) make unnecessary resolution of the issues presented by the State Court Actions; and (c) finally put the Class Representatives' claims and the Class Members' claims, as well as the underlying matters to rest without undue expense to the Parties, while reducing the inherent burdens and uncertainties associated with protracted litigation of those claims.

Definitions

A. Rules of Definitions.

Unless otherwise indicated, defined terms include the plural as well as the singular. Any term herein defined by reference to a section of this Settlement Agreement shall have such meaning as set forth in this Settlement Agreement as of the Execution Date and unless such meaning is expressly amended subsequently, such meaning shall remain in effect. Unless the context otherwise requires, a reference to any law or governmental regulation includes any amendment, modification or successor thereto; a reference to any Person includes its successors and assigns; the words "include," "includes" and "including" are not limiting and shall be deemed to be followed by the words "without limitation" whether or not in fact followed by such words or words of like import; and the terms "hereof," "herein," "hereunder" and comparable terms refer to this entire Settlement Agreement with respect to which such terms are used and not to any particular article, section or other subsection or subdivision thereof.

B. Defined Terms.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1. “Action” means that the State Court Actions which the parties intend to request be consolidated under Case No. 2023CA003292 in Seminole County, Florida.

2. “Applicable Limitations Period” means the maximum statute of limitations period for all claims accruing from the April 3, 2021, through and including April 3, 2025.

3. “Approval Hearing” means the hearing before the Court at which the Court determines, among other things: (1) the merits of the Settlement; (2) whether to approve in final this Settlement Agreement pursuant to Florida Rule of Civil Procedure 1.220 as fair, reasonable, adequate, and in the best interests of the Class Members and authorize all acts necessary to consummate and effectuate the terms and conditions of this Settlement Agreement; (3) whether the Court should enter a Final Judgment approving the Settlement and dismissing the Action with prejudice; (4) the compensation of Class Counsel for attorney’s fees, court costs and litigation expense; and (5) such other matters as the Court may deem necessary and appropriate.

4. “Class Counsel” means Robert W. Murphy, 440 Premier Circle, Suite 240, Charlottesville, Virginia 22901, (954) 763-8660; David H. Abrams, P.O. Box 568587, Orlando, Florida 32856, (407)601-3635; Kaelyn Diamond, Ziegler Diamond Law: Debt Fighters, 2561 Nursery Road, Suite A, Clearwater, FL 33764, (727) 538-4188; and Joseph M. Sternberg, Landers & Sternberg, PLLC, 100 E. Pine Street, Suite 110, Orlando, Florida 32801, (407) 495-1893.

5. “Class Member Lease” means a residential lease executed by a Class Member with Defendants during the Applicable Limitations Period.

6. “Concord Settling Parties” refers to Concord Management Ltd (“Concord”) and the current and/or former ownership entities of any property managed by Concord, inclusive of any Concord Settling Parties’ affiliate, representatives, insurers, successors, predecessors, assigns, past, present and future parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, attorneys, accountants, advisors and consultants during the applicable class period referenced below.

7. “Class Members” and “Class” means the Class defined as follows:

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.

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), and
2. Residents with claims against security deposits for liquidated damages for under Fla. Stat. 83.575(1)

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

8. “Class Representatives” means Jay Alan Durrance and Marlene Barban acting on

behalf of themselves and on behalf of the Settlement Class and the Settlement Class Members.

9. “Court” means the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida which presides over the Action.

10. “Defendants” means Concord Management Ltd., Watervue Partners, LLC, and River Ridge Apartments, Ltd.

11. “Execution Date” means the date of the last signature required to form the agreement embodied in this Settlement Agreement.

12. “Final” means the date of the last of the following events: (a) thirty-five (35) days after the Final Judgment (as defined below) is entered if no document is filed within that time seeking appeal, review, rehearing, reconsideration, or any other action regarding the Final Judgment; or (b) if any such document is filed, then fourteen (14) days after the date upon which all appellate and/or other proceedings resulting from the document have been finally terminated in such a manner as to permit no further judicial action and that the settlement is affirmed. If the Final Approval Order (as defined below) is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order shall not become “Final.”

13. “Law” means laws of every kind and nature, including without limitation statutory law as well as case law and rules and regulations.

14. “Litigation” means all actions, claims and proceedings which were asserted in, or could have been asserted in, the Action.

15. “Participating Class Members” means all Class Members, as defined above, who do not exclude themselves from the Class pursuant to the exclusion procedures set forth in Section 3:

Objections and Exclusions.

16. “Party” or “Parties” means Concord Management Ltd., Watervue Partners, LLC, and River Ridge Apartments, Ltd., the Class Representatives, the Class, and Class Members.

17. “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

18. “Related Parties” means each of a Person’s past or present directors, officers, employees, managers, operators, investment bankers, partners, principals, agents, brokers, insurers, including but not limited to StarStone Specialty Insurance Company co-insurers, reinsurers, controlling shareholders, attorneys, accountants, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint venturers, co-venturers, assigns, spouses, advisors, heirs, executors, related or affiliated entities, any entity in which a Person has a direct or indirect controlling interest, any members of their immediate families, or any trust of which a Person is the settlor or which is for the benefit of the Person.

19. “Released Persons” means Defendants Concord Management Ltd., Watervue Partners, LLC, and River Ridge Apartments, Ltd., and is intended to include all “Concord Settling Parties” and “Persons”, 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, reinsurers, administrators, managing general agents, agents, employees, representatives, officers, members,

affiliated insurance entities, attorneys, and all other persons or entities acting on such Defendants' behalf. 20. "Settlement" means the settlement embodied in this Settlement Agreement.

21. "Settlement Benefits" shall mean the benefits set forth in Section 1.

Terms of Settlement

NOW THEREFORE, in light of the foregoing, which is incorporated herein and made a part hereof, and in consideration of the mutual promises, agreements and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, it is hereby stipulated and agreed by, between and among the Parties, that the Action and the matters raised by it hereby will be settled, compromised, and dismissed on the merits and with prejudice on the following terms and conditions, subject to the approval of the Court.

1. Settlement Benefits.

1.1 Consent decree. As part of the Final Judgment, the Court shall enter a consent decree:

(a) permanently enjoining Concord Settling Parties from using any form notice that does not provide the mandated information required by Fla. Stat. 83.49; by way of example, but not limitation, Concord Settling Parties may use that certain form attached hereto as Exhibit "B" in place of that certain form attached hereto as Exhibit "A"; and

(b) permanently enjoining Concord Settling Parties from collecting any further monies as damages from Settlement Class members under any residential lease agreement subject to the settlement. Based on the discovery disclosures of Concord Settling Parties, the aggregate approximate amount of \$15,985,927 ("Unpaid Balances") is claimed by Concord Settling Parties to be owed by Settlement Class members; and

(c) permanently enjoining Concord Settling Parties from reporting negative information to the consumer reporting agencies regarding any Settlement Class members and directing Concord Settling Parties to submit appropriate reports to the consumer reporting agencies (“CRAs”) requesting deletion of negative consumer reporting that has previously been submitted by Concord Settling Parties or their agents as to Settlement Class members.

1.2 *Discharge of Debt.* Concord Settling Parties shall waive the right to collect any further monies (“Unpaid Balances”) as damages from Settlement Class members under any residential lease agreement subject to this Settlement. The aggregate amount of the Unpaid Balances of \$15,985,927 is claimed by Concord Settling Parties to be owed by Settlement Class members. The parties understand and concede this calculated debt is an approximation.

1.3 *Settlement Fund.* Within ten (10) days of entry of a Final Judgment approving the instant Class Action Settlement Agreement, Concord Settling Parties shall establish a settlement fund (“Settlement Fund”) which shall not be less than One Million Eight Hundred Thousand and Fifty Thousand Dollars (\$1,850,000.00) with the Court-appointed Settlement Administrator, from which payments, including, but not limited to, attorneys’ fees, litigation expense, class representatives’ compensation, and settlement administration expense, shall be deducted to determine the net settlement fund (“Net Settlement Fund”). 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.

The amount of the Settlement Fund shall constitute an inviolate and complete cap for the

Settlement Fund and Concord Settling Parties and/or their insurers shall not be liable for any amounts in excess of the Settlement Fund regardless of any circumstance whatsoever.

1.4 Settlement Administration Expense. Class Counsel shall contract directly with American Legal Claims Services, LLC, or another mutually agreeable class administrator (“Settlement Administrator”) to fund and administer the Class Settlement. All costs and expenses of settlement administration shall be paid through the Settlement Fund as incurred and shall be advanced from the Settlement Fund by Concord Settling Parties on a dollar-for-dollar basis. Such expenses include but are not limited to notice preparation and mailing (including any necessary remailing), skip-tracing, and maintenance of a website to provide settlement details and the anticipated distributions to Participating Class Members, as more particularly described in Paragraph 2 below.

2. Mechanics of Preliminary Settlement Approval

2.1 Preliminary Settlement Approval: Upon execution of this Settlement Agreement, Class Counsel shall prepare and file a motion (“Preliminary Approval Motion”) requesting that the Court enter a jointly prepared Order of Preliminary Approval, attached as Exhibit “C” approving on a preliminary basis this Settlement Agreement.

2.2 Description of Order of Preliminary Approval: The Order of Preliminary Approval shall:

- (a) Temporarily and conditionally certify the Class for Settlement purposes only;
- (b) Provide that the Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the Class Members;
- (c) Determine on a preliminary basis that the Settlement, including the identification,

notification and class administration set forth in this Settlement Agreement, is fair, adequate, and reasonable to the Class Members;

(d) Stay all proceedings in the Action and enjoin the prosecution by Class Members who do not timely and validly exclude themselves from this Settlement of any non-filed or pending individual or class claims asserting any claim(s) encompassed by the claims released in Section 3.1;

(e) Approve as being in compliance with the due process rights and other rights of Class Members, the plan of notice and class administration set forth herein, and the contents of the Notice of Class Action Settlement, Settlement Hearing and Right to Appear (“Notice”), attached hereto as Exhibit “D.”

(f) Provide a clearly disclosed right to object or request exclusion from the Class and the Settlement in the Notice, as set forth herein;

(g) Direct that Class Members will be notified of the terms of the proposed Settlement by mailing of the Notice to Class Members by the Class Administrator by first-class mail, postage prepaid, to their updated last known addresses, as indicated in Defendants’ records, by a date certain;

(h) Direct that the Settlement Administrator establish and host a website that shall be made available to the Class Members which shall include access to the Class Members Long Form Notice and all material filings in the Action, including the pleadings and the Settlement Agreement

(i) Set a date for the filing of written requests for exclusion or objection by Class Members; and

(j) Set the Approval Hearing to accomplish among other things:

(1) Review and determine the merits of any objections to the Settlement;

(2) Determine whether to approve in final this Settlement Agreement pursuant to Florida Rule of Civil Procedure Rule 1.220, as fair, reasonable, adequate and in the best interests of the Class and authorize all acts necessary to consummate and effectuate the terms and conditions of this Settlement Agreement;

(3) Determine whether the Court should enter a Final Judgment in substantially the form attached as Exhibit “F” approving the Settlement in final and dismissing the Action with prejudice;

(4) Approve the Attorney Fee Award and Costs to be paid to Class Counsel; and

(5) Determine such other matters as the Court may deem necessary and appropriate.

2.3 *Preparation of Class List:* Within ten days (10) days of entry of an Order of Preliminary Approval, Concord Settling Parties shall provide to the Settlement Administrator and Class Counsel a list of Class Members (“Class List”) in Excel worksheet form that shall include for each Class Member the following information: (i) name and last known mailing and email address of Class Member, (ii) date of Lease, (iii) lease term, (iv) date of moveout, (v) amount of paid Security Deposit ;(vi) unpaid balance at the time of Court Preliminary Approval of purported obligation of Class Member to Concord Settling Parties.

The parties acknowledge that the Class List contains confidential information which may not be disseminated to anyone other than the Settlement Administrator and Class Counsel. Concord Settling Parties shall provide the address data from its own database to the Settlement Administrator and Class Counsel. The Settlement Administrator will process the addresses of Class Members through the National Change of Address database, and/or any other commercially standard service

such as Probe 260 or Lexis/Nexis Accurint to update address data.

2.4 *Proof of Notice to Class Members:* After mailing and at least ten (10) days prior to the Approval Hearing, the Settlement Administrator, through Class Counsel, shall file with the Court a notice of mailing of the Notice to the Class Members, detailing the number of class notices which were mailed to the Class Members, and identifying the number of persons who timely filed a written request for exclusion from the Settlement pursuant to Section 3.1, *infra*.

3. Objections and Exclusions.

3.1 *Exclusion and Objection Rights:* As set forth in the Notice to Class Members:

(a) Any Class Member may be excluded from the Class by filing with the Court and serving counsel for Defendants and the Class Representatives (all identified below) a written request for exclusion, which request for exclusion will contain the Class Member's name, current address, the name and caption of this Action and signature. The written request for exclusion must be served and filed no later than twenty (20) days before the date of the Approval Hearing to be effective.

(b) Any Class Member that chooses not to submit a written request for exclusion may, if he or she desires, object to the Settlement by filing with the Court and serving on counsel for Defendants and the Class Representatives a written objection containing the Class Member's name, current address, and the name and caption of this Action. The written objection must be filed with the Court and served on counsel no later than twenty (20) days before the date of the Approval Hearing.

(c) Any Class Member who has timely filed and served a written objection to the Settlement may enter an appearance at the Final Approval Hearing, either personally or through

counsel, and

(d) All proceedings, orders, and judgments, including the Final Judgment entered in the Action, whether favorable or unfavorable to the Class Members, will be binding on all Class Members who have not validly excluded themselves from the Class, even if such Class Member has objected to the Settlement. Additionally, the “Releases and Covenants Not to Sue” contained in Section 4 of this Settlement Agreement will be binding on all Class Members who have not validly excluded themselves from the Class, even if such Class Member has objected to the Settlement.

3.2 *Requests for Exclusion:* Any Class Member who does not timely file an effective written request for exclusion, in accordance with Section 3.1(a), shall be bound by all proceedings, orders, and judgments in the Action, including the Final Judgment, even if such Class Member has pending, or subsequently initiates, litigation against Defendants or any other Released Person relating to the Released Claims. Any Class Member who does not timely file an effective written request for exclusion, in accordance with Section 3.1(a), shall be deemed to have fully, finally, and forever released the Released Claims, regardless of whether:

(a) such Class Member actually received or reviewed the Notice;

(b) such Class Member filed a claim, received payment, or negotiated a Settlement Check,

or

(c) such Class Member subjectively believes their claim differs in any respect.

A Class Member who chooses to be excluded from the Class will be excluded from the Class, and therefore will be excluded from participation in the Settlement and, accordingly, will not be entitled to receive the Settlement Benefits for the Class.

3.3 *Objections to Settlement:* Any Class Member who has not filed a written request for exclusion from the Class and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement, the proposed Settlement or the amount of the Attorney Fee Award, must file with the Court and serve on counsel for Defendants and the Class Representatives, within the time noted above, a written statement of the objection, stating the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and proffering any evidence the Class Member wishes to introduce in support of their objection. Class Members may object either on their own or through an attorney hired at their own expense. If a Class Member hires an attorney to represent him or her, the attorney must:

(a) File a notice of appearance with the Court no later than twenty (20) days prior to the date of the Approval Hearing; and

(b) Serve a copy of such notice of appearance on counsel for Defendants and the Class Representatives.

Any Class Member who fails to comply with the provisions for objecting to the Settlement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

Under no circumstances shall Defendants, Class Counsel, the Class Representatives, or the Released Parties be responsible for paying any monies or other consideration to objectors and/or counsel for objectors under the terms of this Settlement Agreement or otherwise.

3.4 *Blow-out Provision:* The Parties agree that, if more than 5% of Class Members opt-out, the parties will have 21 days to determine whether to withdraw from the settlement. The Parties

agree that, if any Party withdraws from the settlement under the foregoing settlement agreement, or the Class Settlement is not approved by the Court, this Settlement Agreement shall be null and void, and any order or judgment entered by the Court to further this settlement shall be vacated *nunc pro tunc*, and that Defendants shall have the right to contest the certification of a class and that this settlement agreement may not be used as evidence or otherwise be used in any court filing or proceeding. This provision pertains to the disclosed class size defined above.

4. Effect of Entry of Final Judgment

4.1 Release and Covenant Not to Sue: The Class Representatives and Class Members hereby agree that, upon entry of a Final Judgment, they shall forever release, remise, acquit, satisfy, waive, and discharge Defendants and all other Released Persons from the following (“Released Claims”):

(a) Any and all actions, causes, claims, demands, rights, liabilities, and causes of action asserted in this Action or which could have been asserted in this Action based on the facts alleged in the Complaint in the Action; and

(b) Any and all claims, demands, damages, causes of action or suits, whether known or unknown, seeking or relating to damages or other legal or equitable relief arising out of or in any way related to the Lease Agreements; deposit disposition form; the collection, retention, accounting for, or disposition of security deposits; any charges, fees, or amounts allegedly owed under such Lease Agreements; any communications, notices, or reporting relating thereto; and causes of action asserted by the Class Members which are the subject matter of the instant proceeding; and

(c) Notwithstanding the foregoing, under no circumstances shall the Released

Claims extend to or include claims for bodily injury, violations of the Servicemembers Civil Relief Act, or claims under the Telephone Consumer Protection Act, for which the Class Members shall retain full rights to pursue.

(d) The Released Claims include, without limitation, any claims based on different legal theories, statutes, or causes of action arising from the same or similar operative facts, regardless of how such claims are styled or labeled.

4.2 *Agreement Not to Sue:* Without limiting the generality of any provision herein, the Class Representatives and Class Members hereby expressly agree that they, acting individually or together or as a representative of a class, shall not seek to institute, maintain, prosecute, sue or assert in any action or proceeding against Defendants, and all other Released Persons, any of the Released Claims, and/or any claims under the Lease Agreement(s) which are the subject matter of the instant proceeding. Defendants, and all other Released Persons, further expressly agree that they shall not seek to institute, maintain, prosecute, continue to prosecute, sue, or assert, in any action or proceeding, any claims against the Class Representatives or Class Members for any breach of a payment obligation of the Class Representatives or Class Member under any Lease Agreement which is the subject matter of the instant proceeding.

4.3 *Release Covers Fees and Costs:* Except as otherwise expressly provided herein, and without in any way limiting the scope of the foregoing release and covenant not to sue, the foregoing release and covenant not to sue covers, without limitation, any and all claims for attorneys' fees, expenses, costs or disbursements incurred by Class Counsel, and any other counsel, representing the Class Representatives or Class Members, or by the Class Representatives or the Class Members, or any of them, in connection with or related in any manner to the Action, the litigation of this

Action, this Settlement Agreement, the Settlement, and/or the administration of such Settlement. As agreed by the Parties, the fees and costs will be deducted from the common fund.

4.4 *Subsequent Discovery of Facts:* In connection with this release and covenant not to sue, the Class Representatives and the Class Members acknowledge that they are aware that they may, hereafter, discover facts, actions, claims and causes of action presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the purpose of this Settlement Agreement and the intention of the Class Representatives and Class Members to settle and release such matters, and all actions, causes, causes of action and claims relating thereto, which exist, or might have existed (whether or not previously or currently asserted in any action).

4.5 *Waiver:* The Class Representatives and Class Members expressly understand that certain federal or state laws, rights, rules, or legal principles which may be or become applicable may require different or additional modifications than those agreed to herein. The Class Representatives and Class Members hereby agree that the provisions of such laws are hereby knowingly and voluntarily forever waived and relinquished by the Class Representatives and Class Members, and the Class Representatives and Class Members hereby agree and acknowledge that this is an essential term of this Settlement Agreement.

4.6 *Final Resolution:* Nothing in this section is intended to limit the generality of the release and covenant not to sue set forth above. It is the purpose and intent of this Settlement Agreement that all claims, actions and causes of action by the Class Representatives and Class Members, including those alleging violations of law, as set forth in the Action, and/or any claims relating in any way to the lease agreement(s) which are the subject matter of the instant proceeding,

shall forever be barred. The doctrines of *res judicata* and collateral estoppel shall apply to all Class Members with respect to all issues of law and fact and matters of relief within the scope of all filed complaints in this Action, the Released Claims, and this Settlement Agreement. If a Person seeks, in a separate action or proceeding, relief that would be inconsistent with the terms of this Settlement Agreement, Defendants or any Released Party may, by affidavit or otherwise, in writing, advise the other Parties and the Court or other forum in which such action or proceeding is brought, that such relief in that action or proceeding is unwarranted. If requested by Defendants or any Released Party, the Class Representatives or Class Counsel shall also advise the Court or other forum in which such action or proceeding is brought, in writing, that such relief in that action or proceeding is unwarranted. This Settlement Agreement and the Final Judgment shall constitute the sole and exclusive remedy for all Released Claims, and all Class Members shall be permanently barred and enjoined from asserting any such claims in any forum.

4.7 *Failure to Receive Notice:* The failure of any Class Member to receive Notice or any other document, as described in this Settlement Agreement, shall not be a basis for invalidating the Settlement, this Settlement Agreement, any order entered pursuant thereto, or any of the exhibits or documents referenced herein, and/or attached hereto, and the settlement shall, nevertheless, be binding and the Final Judgment effective in accordance with its terms.

5. Attorney's Fees and Litigation Expense to Class Counsel

5.1 *General:* Subject to court approval, Class Counsel shall request reasonable attorneys' fees under the common fund/benefit doctrine and Florida law ("Attorney Fee Award"). 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"). Defendants recognize that the

efforts of Class Counsel will benefit the Class and shall not object to the amount and payment of the Attorney Fee Award and Costs that is in accordance with this Agreement. The Notice shall inform the Class Members of the amount of the Attorney Fee Award and Costs that Class Counsel intends to request at the time of Final Approval.

5.2 *Payment:* Upon payment of the Settlement Fund by Defendants, the Settlement Administrator shall issue payment of the Attorney Fee Award and Costs to Class Counsel from the Settlement Fund by wire transfer in accordance with the instructions of Class Counsel. Class Counsel shall each provide a form W-9 to Defendants, or their insurer(s), and the Settlement Administrator prior to having the Settlement Administrator pay the Attorney Fee Award and Costs.

5.3 *Allocation:* Defendants shall have no liability or other responsibility for the allocation of the Attorney Fee Award and Costs among and between Class Counsel and any other counsel for Class Representatives or Class Members, or with respect to the incentive awards to the Class Representatives. In the event that any dispute arises relating to the allocation of the Attorney Fee Award and Costs or the Incentive Award, then Class Counsel and the Class Representatives agree that they are barred from suing or asserting any claim against Defendants and the Released Parties related to or arising out of in any way the Attorney Fee Award, Costs or the Incentive Awards.

5.4 *Release:* The payment of the Attorney Fee Award and Costs through the Settlement Fund as described in this Settlement Agreement shall constitute full satisfaction of Defendants' or the Released Parties' alleged obligation to pay any person, attorney, or law firm, for attorneys' fees, costs and expenses incurred on behalf of the Class Representatives and the Class Members, and shall relieve Defendants and the Released Parties from any other claims or liability to pay any other

attorney or law firm or person for any attorneys' fees, expenses and costs to which any person may claim to be entitled related to the Released Claims.

6. Costs of Settlement Administration

6.1 General: Subject to Court approval, Class Counsel shall enter into a contract with American Legal Claim Services, LLC ("Settlement Administrator") or another mutually agreeable Settlement Administrator and will be responsible for all costs of settlement administration, distribution, and class notice ("Settlement Administration Expense"), which amounts are to be paid from the Settlement Fund as provided for under Section 1.4 above. Concord Settling Parties shall pay the Settlement Administration Expense from the Settlement Fund when invoiced by the Settlement Administrator which advance payment shall reduce the amount of the Settlement Fund to be paid after Final Approval. The Settlement Administrator shall be appointed for the purpose of providing notice to the Settlement Class, updating the class list, processing of claims forms, transmitting settlement papers, issuing payment checks, website maintenance and all other tasks necessary and proper for the administration of the settlement. The Notice shall inform the Class Members of the anticipated Settlement Administration Expense.

6.2 Limitation: The Settlement Administration Expense does not include any attorneys' fees, expenses, costs, or disbursements incurred by Class Counsel and/or any other counsel representing the Class Representatives or Class Members, or by the Class Representatives or the Class Members, or any of them, in connection with or related in any manner to this Settlement Agreement, the Settlement, and/or the administration of such Settlement, except as provided for herein.

6.3 Confidentiality Agreement. The Settlement Administrator shall sign a confidentiality

agreement which shall provide that the information provided to it by Defendants and the Class Members shall be treated as confidential and shall be used only as required by this Settlement Agreement.

7. Benefit to Class Representatives

7.1 General. At the time of the Final Approval Hearing, Class Counsel shall apply to the Court to approve the payment to each of the Class Representatives of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) each, for an aggregate incentive award in the total sum of Fifteen Thousand Dollars (\$15,000.00) (“Class Representative Incentive Award”). The Class Representative Incentive Award shall be in addition to all other benefits for the Class Representatives as Members of the Class hereunder. The payment of the Class Representative Incentive Award shall be made from the Settlement Fund by check made payable to the Class Representatives, and thereafter shall be distributed by Class Counsel to the Class Representatives. The Class Representatives shall provide a form W-9 to Defendants or its insurer, and the Settlement Administrator prior to having the Settlement Administrator issue the award.

7.2 Time of Payment. The Settlement Administrator shall pay the Class Representatives Incentive Award to the Class Representatives from the Settlement Fund upon payment of the Settlement Fund by Defendants.

8. Issuance of Settlement Benefits to Class Members

8.1 Payment of Settlement Checks to Participating Class Members: Within forty-five (45) days after entry of the Final Judgment, the Settlement Administrator shall mail Settlement Checks to Participating Class Members from the Net Settlement Fund.

8.2 *Refund of Retained Security Deposits-* With respect to the Class Members who do not exclude themselves from the settlement (“Participating Class Members”), Participating Class Members shall receive a settlement check from the settlement administrator for their *pro rata* share of the Net Settlement Fund based on the following formula:

Amount of Security Deposit Paid by Class Member Aggregate Amount of Security Deposits Paid By Class	X	Net Settlement Fund
---	-----------------	-----------------------------------

The above calculations will be performed by the Settlement Administrator.

The Net Settlement Fund shall constitute a qualified settlement fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The appointed settlement administrator shall be the “administrator” of the QSF within the meaning of Treasury Regulation § 1.468B-2(k)(3).

8.3 *No Liability for Joint Class Members:* The Parties shall not be liable or responsible for allocating or dividing the Settlement Benefits among Class Members who jointly are entitled to Settlement Benefits (“Joint Class Members”). If a Class Member is jointly entitled to Settlement Benefits with another Class Member, the Settlement Administrator shall mail a single Settlement Check made payable jointly to all such persons (“Joint Settlement Check”). In the event Joint Class Members have separate addresses, any such Joint Settlement Check shall be mailed by the Class Administrator to whatever address that the Settlement Administrator deems appropriate. Any dispute that arises between Class Members who are jointly entitled to Settlement Benefits shall be resolved solely between the contending Class Members, and such Class Members shall be

prohibited from joining Defendants or any of the Released Parties, Defendants' counsel, the Class Representatives, or the Class Representatives' counsel, in any action, to apportion a distribution made pursuant to the Settlement.

8.4 *Limitation Period for Negotiation of Settlement Check:* The Class Members shall have ninety (90) days ("Settlement Check Expiration Date") from the date of issuance of the Settlement Check to present such Settlement Check for payment. After the Settlement Check Expiration Date, such Settlement Check shall be void, and of no further force and effect, and the Parties shall have no obligation to honor or reissue any further Settlement Check that is not presented for payment within said ninety (90) day period.

8.5 *Cy Pres Award:* Within thirty (30) days from the Settlement Check Expiration Date, all remaining sums shall be paid from the Settlement Fund as a *cy pres* award to the Florida Legal Services, Inc., subject to Court approval ("Cy Pres Award"). The Cy Pres Award shall be delivered to Class Counsel for distribution.

8.6 *No Third-Party Beneficiary:* Except as expressly stated herein, nothing in this Agreement creates rights in any person or entity that is not a Class Member.

8.7 Acceptance or negotiation of a Settlement Check is not a condition of being bound by this Settlement. Any Class Member who does not timely file an effective written request for exclusion is bound, regardless of whether they cash or receive payment.

9. Additional Terms

9.1 *Strict Performance; No Waiver.* Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement, and such Party,

notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

9.2 *Best Efforts.* The Parties shall cooperate fully with each other and shall use their best efforts to obtain court approval of this Settlement Agreement and all of its terms.

9.3 *Arm's Length Transaction.* The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length. The exact wording, language, form and structure of the exhibits also have been negotiated at arm's length. All terms, conditions, and exhibits in their exact form are material to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

9.4 *Party requests for Modification.* If (a) any Party petitions the Court for a modification, addition, or alteration of any term, condition, or exhibit; or (b) the Court on request of any Person or *sua sponte* materially modifies, adds to or alters any of the terms, conditions, or exhibits of this Settlement Agreement, then this Settlement Agreement shall become voidable and each of Defendants and the Class Representatives shall have the right to terminate this Settlement Agreement and declare it to be of no further effect by filing with the Court a notice of withdrawal from the Settlement no later than ten (10) days after the service of any written order or final written statement of the Court modifying, adding to, or altering any of the terms, conditions or exhibits of this Settlement Agreement. Failure to timely file the notice of withdrawal shall indicate that Defendants and the Class Representatives agree to the modification, addition, and/or alteration to the terms, conditions, or exhibits to this Settlement Agreement.

9.5 *Other termination.* In the event the Settlement is terminated in accordance with this Agreement, is not approved, is vacated or fails to occur for any reason, then the Parties shall be deemed to have reverted to their respective status in the Action as of April 15, 2021, and, except as

otherwise expressly provided herein, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

9.6 *Communications with Media and Publicity.* The Parties will not issue any statement, whether oral or written, to the media, concerning the Settlement or the Settlement Agreement, except as required by law, court order, or regulatory obligation.

9.7 *Joint Participation.* Each Party participated jointly in the drafting of this Settlement Agreement, and therefore the terms of this Settlement Agreement are not intended to be construed against any Party by virtue of draftsmanship.

9.8 *Governing Law.* Any issue or matter related to or arising out of this Settlement Agreement, including, without limitation, the construction and interpretation of its terms, that would be governed by state law shall be governed by and interpreted according to the substance and law of the State of Florida, excluding its conflict of law provisions.

9.9 *Notice.* Except as otherwise set forth herein, whenever this Settlement Agreement requires or contemplates that the Parties, or any of them, shall or may give notice to the other, notice shall be provided as follows:

(a) If to the Class Representatives or Class Members, then to: Robert W. Murphy, Esq., 440 Premier Circle, Suite 240, Charlottesville, VA 22901; and

(b) If to Defendants, then to: Andrew Jaffe, Esq. 800 North Magnolia Ave., Suite 450, Orlando, FL 32803.

9.10 *Computation of Time.* All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of Court, the day of the act, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed

shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in court, a day in which weather or other conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, and to modify or supplement any notice contemplated hereunder.

9.112 Entire Agreement, Waiver, Modification, Amendment: No representations, warranties, or inducements have been made to any of the Parties to this Settlement Agreement, other than those representations, warranties, and covenants expressly set forth in this Settlement Agreement. This Settlement Agreement and the exhibits attached hereto constitute the entire agreement between the Parties regarding the subject matter contained herein, and all prior negotiations and understandings between the Parties shall be deemed merged into this Settlement Agreement. No waiver, modification, or amendment of the terms of this Settlement Agreement, other than extensions of time agreed to by the parties, made before or after the Court's approval of this Settlement Agreement shall be valid or binding unless in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment. Unless the Court orders that such a waiver, modification, or amendment of the terms of this Settlement Agreement materially affects the rights of the Settlement Class Members, no subsequent notice shall be required.

9.12 Attorney's Fees and Costs. In any proceeding to enforce this Settlement Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs

incurred.

9.13 Attorneys Consulted. The Parties have fully discussed the terms of and meaning of the signing of this Settlement Agreement with their respective attorneys and fully understand all of the provisions and effects of this Settlement Agreement.

9.14 Force Majeure. No Party shall be responsible for any delay or failure in performing any part of this Agreement when it is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (collectively called “Condition”). If any such Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

9.15 Counterparts. This Settlement Agreement may be executed in several counterparts via facsimile, each of which will constitute an original and all of which together shall constitute one and the same instrument. The Parties may sign the Settlement Agreement by electronic means using a verified platform (e.g., DocuSign).

9.16 Jurisdiction: The Court (Seminole County Circuit) for the Durrance matter shall retain jurisdiction over implementation, administration, enforcement, and interpretation of the Settlement Agreement.

DEFENDANTS:

CONCORD MANAGEMENT LTD.

By: _____

Print Name: _____

Title: _____

Dated: _____

RIVER RIDGE APARTMENTS LTD.

By: _____

Print Name: _____

Title: _____

Dated: _____

WATERVUE PARTNERS, LLC

By: _____

Print Name: _____

Title: _____

Dated: _____

LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809
Tel: (407) 843-4600
James E. Walson, Esq. (0787981)
James S. Toscano, Esq. (899909)
james.walson@lowndes-law.com
jim.toscano@lowndes-law.com
litcontrol@lowndes-law.com
carol.anderson@lowndes-law.com
christina.troupe@lowndes-law.com
*Counsel for Concord Management Ltd. and
River Ridge Apartments Ltd.*

PLAINTIFFS:

Signed by:



10613908A6414F3...
Marlene Barban

Dated: 8/4/2026

Signed by:



173447C31A8847B...
Jay Alan Durrance

Dated: 8/4/2026

ROBERT W. MURPHY, ESQ.

440 Premier Circle, Suite 240

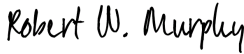
Charlottesville, Virginia 22901

Tel: (954) 763-8660

Fax: (954) 763-8607

Email: rwmurphy@lawfirmmurphy.com

DocuSigned by:



9A1EF0578FDA413...
Robert W. Murphy (717223)

Dated: 8/3/2026

DAVID H. ABRAMS, ESQ.

P.O. Box 568587

Orlando, Florida 32856

Tel: (407)601-3635

Email: david@dhabramslaw.com

DocuSigned by:



02A1A436F45340C...
David H. Abrams (0692484)

Dated: 8/4/2026

ZIEGLER DIAMOND LAW

Ziegler Diamond Law: Debt Fighters

2561 Nursery Road, Suite A

Clearwater, FL 33764

Tel: (727) 538-4188

Dated: _____

GOLDBERG SEGALLA LLP
800 N. Magnolia Avenue, Ste. 450
Orlando, Florida 32803-3247
Tel: (407) 458-5619
ajaffe@goldbergsegalla.com
ppowers@goldbergsegalla.com
*Counsel for Concord Management Ltd. and
Watervue Partners LLC*

Andrew B. Jaffe, Esq. (121406)

Dated: _____

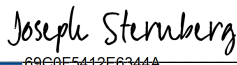
Fax: (727) 362-4778
kaelyn@attorneydebtfighters.com
service@attorneydebtfighters.com

DocuSigned by:

22E17C34499140D...
Kaelyn Diamond (125132)

Dated: 8/3/2026 _____

LANDERS & STERNBERG, PLLC
Joseph M. Sternberg, Esq.
100 E. Pine Street, Suite 110
Orlando, Florida 32801
Tel: (407) 495-1893
Email: joseph@landersandsternberg.com

DocuSigned by:

69C0F5412E6344A...
Joseph M. Sternberg (122447)

Dated: 8/4/2026 _____

Counsel for Plaintiffs

DEFENDANTS:

CONCORD MANAGEMENT LTD.

By: 

Print Name: Paul M. Missigian

Title: President of GP

Dated: 8/5/26

RIVER RIDGE APARTMENTS LTD.

By: 

Print Name: KEVIN A. Wenrich

Title: EVP of sale member of GP

Dated: 8/5/2026

WATERVUE PARTNERS, LLC

By: 

Print Name: Paul M. Missigian

Title: Manager

Dated: 8/5/26

LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.

Post Office Box 2809

Orlando, Florida 32802-2809

Tel: (407) 843-4600

James E. Walson, Esq. (0787981)

James S. Toscano, Esq. (899909)

james.walson@lowndes-law.com

jim.toscano@lowndes-law.com

litcontrol@lowndes-law.com

carol.anderson@lowndes-law.com

christina.troupe@lowndes-law.com

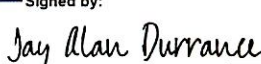
*Counsel for Concord Management Ltd. and
River Ridge Apartments Ltd.*

PLAINTIFFS:

Signed by:

10613908A5414F3...
Marlene Barban

Dated: 8/4/2026

Signed by:

1734A7C31A8847B...
Jay Alan Durrance

Dated: 8/4/2026

ROBERT W. MURPHY, ESQ.

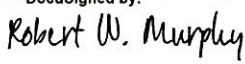
440 Premier Circle, Suite 240

Charlottesville, Virginia 22901

Tel: (954) 763-8660

Fax: (954) 763-8607

Email: rwmurphy@lawfirmmurphy.com

DocuSigned by:

9A1EF0578FDA413...
Robert W. Murphy (717223)

Dated: 8/3/2026

DAVID H. ABRAMS, ESQ.

P.O. Box 568587

Orlando, Florida 32856

Tel: (407)601-3635

Email: david@dhabramslaw.com

DocuSigned by:

02A1A436F45340C...
David H. Abrams (0692484)

Dated: 8/4/2026

ZIEGLER DIAMOND LAW

Ziegler Diamond Law: Debt Fighters

2561 Nursery Road, Suite A

Clearwater, FL 33764

Tel: (727) 538-4188

Fax: (727) 362-4778
kaelyn@attorneydebtfighters.com
service@attorneydebtfighters.com

Dated: _____

GOLDBERG SEGALLA LLP
800 N. Magnolia Avenue, Ste. 450
Orlando, Florida 32803-3247
Tel: (407) 458-5619
ajaffe@goldbergsegalla.com
ppowers@goldbergsegalla.com
*Counsel for Concord Management Ltd. and
Watervue Partners LLC*



Andrew B. Jaffe, Esq. (121406)

Dated: 8/7/26 _____

Kaelyn Diamond (125132)

Dated: _____

LANDERS & STERNBERG, PLLC
Joseph M. Sternberg, Esq.
100 E. Pine Street, Suite 110
Orlando, Florida 32801
Tel: (407) 495-1893
Email: joseph@landersandsternberg.com

Joseph M. Sternberg (122447)

Dated: _____

Counsel for Plaintiffs

EXHIBIT “A”- Prior Fla. Stat. §83.49 Notice



Date: 01/26/2022

[REDACTED]

Deposit Disposition

This is a notice of our intention to impose a claim upon your security deposit for damages and for unpaid Rent as outlined in the following statement. It is sent to you as required by Section 83.49 (3) Florida Statutes. You are hereby notified that you must object in writing to these deductions from your Security Deposit within (15) days from the time you receive this notice or we will be authorized to deduct our claim from your security deposit. A review of our records and an inspection of the above named apartment recently vacated by you disclosed the following:

Code: [REDACTED]	Property: [REDACTED]	Lease From: 05/07/2021	Lates: [REDACTED]
Name: [REDACTED]	Unit: [REDACTED]	Lease To: 05/01/2022	NSF's: [REDACTED]
Address: [REDACTED]	Status: Past	Move In: 05/07/2021	Notice: 12/29/2021
City: [REDACTED]	Rent: 1,219.00	Move Out: 01/05/2022	Disposition: 01/18/2022
	Phone: (O)- (H)- 4076332181	IMPROPER NOTICE	

Date	Description	Charge	Payments	Balance
	Balance as of 01/01/2022			0.00
01/01/2022	Rent (01/2022)	1219.00	0.00	1219.00
01/01/2022	Washer Dryer (01/2022)	1.00	0.00	1220.00
01/01/2022	Washer Dryer Concession (01/2022)	-1.00	0.00	1219.00
01/01/2022	Value Optional Pkg Basic 2 (01/2022)	109.00	0.00	1328.00
01/01/2022	Valet Trash (01/2022)	25.00	0.00	1353.00
01/04/2022	Late Fee	95.00	0.00	1448.00
01/05/2022	Deposit credit	-700.00	0.00	748.00
01/05/2022	Key Deposit credit	-25.00	0.00	723.00
01/05/2022	Rent (01/2022) Credit 26 days	-1022.39	0.00	-299.39
01/05/2022	Value Optional Pkg Basic 2 (01/2022) Credit 26 days	-91.42	0.00	-390.81
01/05/2022	Valet Trash (01/2022) Credit 26 days	-20.97	0.00	-411.78
01/05/2022	Washer Dryer (01/2022) Credit 26 days	-0.84	0.00	-412.62
01/05/2022	Washer Dryer Concession (01/2022) Credit 26 days	0.84	0.00	-411.78
01/05/2022	Keys - Replacement - Parking Sticker (1)	50.00	0.00	-361.78
01/05/2022	Liquidated Dmg Choice B - 5 Days (1/6/22-1/10/22) - Current 1/11/2022	218.23	0.00	-143.55
01/05/2022	Cleaning Fee - Removal - Bag (2)	30.00	0.00	-113.55
01/05/2022	Cleaning Fee - Removal - Box (3)	60.00	0.00	-53.55
01/05/2022	Cleaning Fee - Carpet	60.00	0.00	6.45
01/05/2022	Cleaning Fee - Standard	100.00	0.00	106.45
01/05/2022	Hold Over Fee - 5 Days (1/1/22-1/5/22)	218.23	0.00	324.68
01/05/2022	Concession Charge Back - (05/2021)	611.10	0.00	935.78

Amount due to Concord: 935.78

DISPOSITION

[REDACTED]

[REDACTED]

Breach of Lease

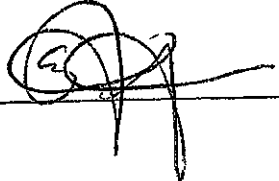
Your objections to this notice must be mailed within 15 days after receipt of same, otherwise, you will forfeit the amount claimed for damages.

Lease Signer(s): [REDACTED]

Please send all notices to:
Collection Department
PO Box 940729
Maitland, FL 32794
Ph: 866-659-0110

Date Sent _____

Certified Mail # _____

Approved by: 

Lessor: _____

In the event you moved out prior to your Lease Term and did not give Manager the required written notice to vacate per your signed Lease Agreement, the "Choice Of Damages" paragraph applies. If you selected Choice B: Lost Future Rental - Damages under Section 83.595, Florida Statutes, on your Lease Agreement/Addendum (or if you did not select either Choice A or B, Choice B automatically applies), you may be subject to additional Liquidated Damages - Future Lost Rent. Should this apply, you will receive an adjustment to your balance due to Concord Management, Ltd. The adjustment/invoice will be mailed to your last known address, when the apartment is re-occupied or your lease term ends, whichever occurs first.

Contact Collections within 30 days of move out to close your account at a discounted rate.

DISPOSITION [REDACTED] [REDACTED]

EXHIBIT “B”- Replacement Fla. Stat. §83.49 Notice



NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT

Date: 04/20/2026

To: [REDACTED]

Address: [REDACTED]
[REDACTED]

This is a notice of our intention to impose a claim for damages in the amount of \$ 550.39 upon your security deposit due to those reasons specified on the Deposit Disposition below. This notice is sent to you as required by §83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or we will be authorized to deduct our claim from your security deposit. Your objection must be sent to: Deposit Disposition PO Box 940729 Maitland, FL 32794.

DEPOSIT DISPOSITION

Date	Description	Charge	Payments	Balance
	Balance as of 03/01/2026			0.00
03/01/2026	chk# 332393653 Debit Card On-Line Payment ; Mobile Web - Resident Services	0.00	197.82	-197.82
03/01/2026	Rent (03/2026)	182.00	0.00	-15.82
03/01/2026	Usage From 01-01-2026 to 01-31-2026	5.00	0.00	-10.82
03/01/2026	Usage From 01-01-2026 to 01-31-2026	10.82	0.00	0.00
03/24/2026	Usage From 02-01-2026 to 02-28-2026	5.00	0.00	5.00
03/24/2026	Usage From 03-01-2026 to 03-31-2026	5.00	0.00	10.00
03/24/2026	Usage From 02-01-2026 to 02-28-2026	9.52	0.00	19.52
03/24/2026	Usage From 03-01-2026 to 03-31-2026	11.87	0.00	31.39
03/31/2026	:Deposit credit	-603.00	0.00	-571.61
03/31/2026	Cleaning Fee - Carpet	85.00	0.00	-486.61
03/31/2026	Damage Fee - Replacement - Bathtub Faucet (1)	150.00	0.00	-336.61
03/31/2026	Amount to be refunded	336.61	0.00	0.00
03/31/2026	Damage Fee - Replacement - Vinyl (Partial-Prorated)	284.00	0.00	284.00
03/31/2026	Adjustment to amount to be refunded	-284.00	0.00	0.00

Refund due to resident: 52.61

This Notice does not waive or limit any of landlord's right to damages or amounts due which may exceed the security deposit or the amounts listed on the above Deposit Disposition.

Approved by: _____

Deposit Disposition
P.O. Box 940729
Maitland, FL 32794

Unit:

Move In:

Move Out:

Lease From:

Lease To:

Notice:

Disposition:

[REDACTED] 11/16/2020

03/31/2026

11/01/2025

10/31/2026

02/27/2026

04/07/2026

EXHIBIT “C”-
Proposed Order
Granting Preliminary
Approval of the Class
Action Settlement
Agreement

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

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

CASE NO: 2023CA003292

CIVIL DIVISION

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 on the Motion for Preliminary Approval of the Class Action Settlement Agreement filed herein by Plaintiff, Jay Alan Durrance, 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 July _____, 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.

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

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.

IT IS HEREBY ORDERED 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 _____, 2026.

6. Notice in the form of Exhibit “B” (“Long Form Notice”) attached to the Settlement Agreement shall be mailed to Class Members by _____, 2026.

7. All opt-outs, motions to intervene in, and objections to the proposed class action settlement shall be made on or before _____, 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 # _____ on _____, 202____, at _____ a.m./p.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 _____ day of _____, 2026.

DONNA M. GOERNER
Circuit Judge

Copies furnished to:
Counsel

EXHIBIT “D”- Class Notice (Long Form)

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

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

CASE NO: 2023CA003292

CIVIL DIVISION

Plaintiff,

v.

CONCORD MANAGEMENT LTD
and WATERVUE PARTNERS, LLC

Defendants.

_____ /

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

MARLENE BARBAN,
*on behalf of herself and
all others similarly situated,*

CASE NO: 2022-CA-009410-O

Plaintiff,

v.

CONCORD MANAGEMENT LTD and
RIVER RIDGE APARTMENTS LTD.,

Defendants.

_____ /

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING**

TO: _____

**YOUR UNIQUE CLASS MEMBER IDENTIFICATION NUMBER IS:
XXXX**

**Please Read This Notice Carefully In Its Entirety
Your Rights May Be Affected By The Settlement
Of This Lawsuit Now Pending In This Court**

BASIC INFORMATION

1. Why was this notice issued?

A court authorized this notice because you have a right to know about a Proposed Settlement of the class action lawsuits against Defendants, Concord Management Ltd., Watervue Partners, LLC, and River Ridge Apartments, Ltd. (“Concord Settling Parties”), and about your options before the Court decides whether to give final approval to the Proposed Settlement. This notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits will be provided, and who will receive them. This case is currently pending in the Eighteenth Judicial Circuit in and for Seminole County, Florida and is known as *Jay Alan Durrance v. Concord Management Ltd., et. al.* Case No. 2023-CA-003292. A companion case having identical claims is similarly pending in the 9th Judicial Circuit in Orange County, Florida and is known as *Marlene Barban v. Concord Management Ltd.*, Case No. 2022-CA-009410-O (collectively, “the State Court Actions”).

2. What is this lawsuit about?

In the State Court Actions, Plaintiffs Marlene Barban and Jay Alan Durrance (hereinafter “Class Representatives”) alleged that Defendants violated 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 each filed a Complaint 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”).

Defendants deny all claims and maintain they did not act wrongfully or unlawfully. Defendants contend that the claims of the Class Representatives have no merit and that, if the lawsuit proceeded, Defendants would prevail at trial. Defendants have stated that they agreed to these settlement terms to avoid the inherent expenses and risks of protracted litigation.

3. Why is this a class action?

The parties have agreed, and the Court has ordered that, for settlement purposes only, these lawsuits may be maintained as class actions under Rule 1.220, Florida Rules of Procedure, subject to final approval at the conclusion of the settlement process. If the Proposed Settlement is not finally approved, or if any party withdraws from the Proposed Settlement, the lawsuits will return to the same status as before the Settlement Agreement was signed, and the Court will later determine if the cases may proceed as a class action.

4. How do I know if I am part of the Proposed Settlement?

The Proposed Settlement includes all persons who meet each and every one of the following criteria:

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.

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).

("Class")

You are receiving this Notice because it is believed that you meet the above criteria and that you are a member of the Class.

The Class has approximately 16,924 tenant accounts.

5. Why is there a Proposed Settlement?

The parties arrived at the Proposed Settlement as a result of arms-length negotiations, including meetings between the lawyers for each side, and a mediation before Mediator Stephen C. Sawicki, Esq. The parties reached the Proposed Settlement before the Court determined whether class certification was appropriate. The Proposed Settlement is a compromise of disputed claims and does not mean that any law was violated or that Defendants did anything wrong.

THE PROPOSED SETTLEMENT BENEFITS

6. What benefits does the Proposed Settlement provide?

The Proposed Settlement provides both equitable and monetary benefits ("Settlement Benefits"):

- ***Consent decree.*** As part of the Final Judgment, the Court shall enter a consent decree:
 - (a.) permanently enjoining Defendants from using any form notice which lacks the information mandated under Fla. Stat. §83.49;
 - (b.) permanently enjoining Defendants from collecting any further monies under the residential lease agreements of Class Members subject to the settlement; and
 - (c.) permanently enjoining Defendants from reporting negative credit reporting tradelines as to any Class Member and directing Defendants to submit appropriate reports to consumer credit reporting agencies (each, a “CRA”) requesting the deletion of negative credit reporting tradelines that have previously been submitted by Defendants as to Class Members (collectively, “Credit Amelioration Program”).
- ***Discharge of Debt.*** Defendants shall waive the right to collect any further monies from Class Members for unpaid balances (“Debt Discharge”) under any residential lease agreement subject to this Settlement. The aggregate amount of the Debt Discharge is in excess of \$15,985,000.
- ***Settlement Fund.*** Defendants shall establish a settlement fund in the total sum of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) (“Settlement Fund”) with the Court-appointed Settlement Administrator through which to fund the Class Settlement and other payments, including, but not limited to, attorneys’ fees, litigation expense and costs, settlement administration expense, and class representatives’ compensation (“Net Settlement Fund”). Class Members will receive a check (“Settlement Check”) from the Net Settlement Fund without the need of a claim form. Each Class Member participating in the settlement will receive a Settlement Check for their *pro rata* share of the Net Settlement Fund based on the ratio of the Security Deposit paid by the Class Member to the Net Settlement Fund. Settlement Checks shall be distributed to Class Members within forty-five (45) days from entry of the Final Judgment. Unless part or all of your Security Deposit was not returned, you will not receive a Settlement Check, although you will receive the other benefits of the Settlement, including Debt Discharge and the Credit Amelioration Program.
- ***Attorney’s Fees and Costs.*** Subject to Court approval, Class Counsel shall request an award of attorneys’ fees to be paid from the Settlement Fund in the sum of One Million Dollars (\$1,000,000.00) (“Attorney Fee Award”) plus court costs not to exceed \$15,000.00 (“Costs”). The Class Members will not share in the Attorney Fee Award and Costs.
- ***Class Representative Compensation.*** In addition to the benefits of the Class Members above, each Class Representative, Marlene Barban and Jay Alan Durrance, shall receive the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as and for an incentive award to each of the Class Representatives (“Class Representative Incentive Award”). Only Marlene Barban and Jay Alan Durrance will receive the Class Representative Incentive Award.

Any monies from the Net Settlement Fund that remain unclaimed or undistributed after 90 days from the date of issuance of Settlement Checks will be given to Florida Legal Services, Inc.

More details are in a document called the Settlement Agreement, which is available for your inspection at the Office of the Clerk, Seminole County Courthouse, 301 N. Park Avenue, Sanford, Florida 32771, during normal business hours and is available on the website established by the Settlement Administrator at www._____.

7. When will the Proposed Settlement go into effect?

The Court will hold a final approval hearing on _____, **202** at _____ a.m./p.m. to decide whether to approve the Proposed Settlement (*see* Question 17) including the request for attorneys' fees and litigation expenses (*see* Question 14). Even if the Court approves the Proposed Settlement, there could be appeals. The time for an appeal varies.

The Proposed Settlement becomes final and binding on the Effective Date. If no appeals are taken, the Effective Date is the date on which the Court approves the Proposed Settlement as final, subject to certain conditions. If an appeal is taken, the Effective Date is the date when all appeals are complete, and the Proposed Settlement becomes final.

The Proposed Settlement will go into effect on the Effective Date.

8. How does the Proposed Settlement affect my rights?

If the Proposed Settlement is finally approved, the Court will enter a judgment dismissing all claims against Defendants with prejudice. Under the terms of the Proposed Settlement, each Class Member will release Defendants with respect to the claims that were raised or could have been raised in the case. This means you cannot seek equitable relief or any type of monetary relief against Defendants based on most claims related to or arising out of your Lease Agreement with Defendants. You will be giving up all such claims, whether or not you know about them.

Your interests as a member of the Class will be represented by the Class Representatives and Class Counsel. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Proposed Settlement, and the fee award will be set by the Court and paid from the Settlement Fund (*see* Question 13).

The Court's order will apply to you even if you objected or have any other claim, lawsuit, or proceeding pending against Defendants. If you have any questions about the release, you should consult with a lawyer.

9. If I do nothing, what am I giving up as part of the Proposed Settlement?

If you do nothing, you will be part of the Class. That means you cannot sue Defendants over the claims settled in this case. It also means that all of the Court's orders, including the release of claims and dismissal of the lawsuit with prejudice (*see* Question 8), will apply to you and legally bind you.

GETTING MONEY FROM THE PROPOSED SETTLEMENT

10. How do I obtain money from the Proposed Settlement?

If you are a Class Member whose Security Deposit was not returned, you do not have to do anything to obtain a Settlement Check. If the Court grants final approval of the settlement, a Settlement Check will be distributed from the Settlement Fund to all Participating Class Members by mail without the need of a claim form. The amount of the share of the Net Settlement Fund without will be calculated by the ratio of the Security Deposit amount paid by the Class Member to the Net Settlement Fund based on the number of Class Members who do not exclude themselves from the Settlement (*see* Question 11).

To determine the approximate amount of your Settlement Check, access the website established by the Settlement Administrator at www.usingyouruniqueclassmemberidentifier.com using your unique Class Member Identifier Number above (*See*, page 1).

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue Defendants, you must take steps to remove yourself from the Proposed Settlement. This is called asking to be excluded from – or “opting out” of – the Class and the Proposed Settlement.

11. How do I remove myself from the Proposed Settlement?

If you choose to exclude yourself from the Class, you will not be bound by any order, judgment or settlement of the lawsuit. If you exclude yourself from the Class, you will not receive any benefits from this class action. You will retain and be free to pursue any claim against Defendants with respect to your Security Deposit or with respect to any other legal claim under your Lease Agreement that would otherwise be released, and Defendants would retain any defenses to such claims.

To exclude yourself from the Proposed Settlement, you must mail a letter saying that you want to be excluded from the Class in *Durrance v. Concord Management Ltd.* You must include your full name, current mailing address, and telephone number, and the letter must be signed by you personally. An exclusion form has been included with this notice for your use. Your letter or exclusion form requesting exclusion must be mailed or otherwise delivered to the following address such that it is **received by** _____, **202** _____:

Durrance Class Action
Settlement Administrator
American Legal Claim Services, LLC
5985 Richard Street, Suite 3
Jacksonville, FL 32216

You cannot exclude yourself on the phone or by email.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed Robert W. Murphy, Esq., David H. Abrams, Esq., Kaelyn Diamond, Esq. and Joseph M. Sternberg, Esq., to represent you and the other Class Members in this case. These attorneys are collectively called “Class Counsel.”

You will not be charged for representation by Class Counsel. Class Counsel’s compensation will be paid from the Settlement Fund. If you want to be represented by another lawyer, you may hire one at your own expense.

13. How will the lawyers be paid? What will the Class Representatives receive? What other expenses will be paid?

Class Counsel will ask the Court to approve attorneys’ fees and litigation expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to award attorneys’ fees not to exceed the sum of One Million Dollars (\$1,000,000.00) (“Attorney Fees”) and litigation expense not to exceed \$15,000 (“Attorney Costs”). Class Counsel contends that the total benefit of the settlement to the Class includes approximately \$15,987,000.00 in Debt Discharge exclusive of interest, the \$850,000.00 payment to the Settlement Fund, and the economic benefits attributable to the request for deletion of adverse information from the Class Members’ credit report through the Credit Amelioration Program.

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 (Jay Alan Durrance and Marlene Barban) for the time and resources that each has spent helping Class Counsel on behalf of the whole Class, to be paid to the Class Representatives in addition to a Settlement Check. The Court may award less than the requested amount.

The cost of administering the Settlement (“Settlement Administration Expense”) will be paid from the Settlement Fund.

No Class Member will owe or pay anything directly for attorney’s fees and expenses or the incentive award.

The Court must approve both the attorney’s fees and expenses for Class Counsel (“Attorney Fees and Costs Award”) and the incentive award for the Class Representatives. The Court will conduct a hearing on attorney’s fees and litigation expenses at the same time of the final approval hearing.

The Attorney Fees And Costs Award, Incentive Award and Settlement Administration Expense will be deducted from the Settlement Fund.

OBJECTING TO THE PROPOSED SETTLEMENT

14. How do I tell the Court I don’t agree with the Proposed Settlement?

You may object to any part of the Proposed Settlement. To do so, you must file a written objection in the case *Jay Alan Durrance v. Concord Management Ltd., et al*, Case No. 2023-CA-003292, as filed in the Circuit Court of the 18th Judicial Circuit, in and for Seminole County, Florida.

Any objection must set forth your full name, current mailing address and telephone number and must include: (a) a written statement explaining the reasons for your objection; (b) copies of any papers, briefs, or other documents you want to bring to the Court’s attention; (c) any evidence you wish to introduce in support of your objection; and (d) a statement of whether you or your lawyer will ask to appear at the final approval hearing to talk about your objections.

Your objection must be mailed or otherwise delivered to each of the following addresses so that it is **received by** _____, 2026:

Court	Settlement Administrator
Seminole County Courthouse Clerk of the Circuit Court 301 N. Park Avenue Sanford, FL 32771	Durrance Class Action Settlement Administrator American Legal Claim Services, LLC 5985 Richard Street, Suite 3 Jacksonville, FL 32216
Class Counsel	Defendants’ Counsel
Robert W. Murphy, Esq. 440 Premier Circle, Suite 240 Charlottesville, VA 22901	Andrew B. Jaffe, Esq. Goldberg Segalla LLP 800 N. Magnolia Avenue, Suite 450 Orlando, FL 32803-3247

If you or your lawyer asks to appear at the final approval hearing, in addition to providing the above information, you must include in your objection letter: (a) the points you wish to speak about at the hearing; (b) copies of documents you intend to rely upon at the hearing; (c) the amount of time you request for speaking at the hearing; and (d) whether you intend to have a lawyer speak on your behalf.

If you intend to have a lawyer present, your lawyer must file a written notice of appearance of counsel with the Clerk of the Court no later than _____, 2026.

15. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself from the Class, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a final approval hearing to decide whether the Proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court will also consider whether to award attorneys' fees and other expenses to Class Counsel, whether to provide an incentive award to the Class Representatives, and whether to enter a final judgment and dismiss the lawsuit. If there are objections, the Court will consider them. You may attend and you may ask to speak.

The final approval hearing will be on _____, 202 at _____ a.m./p.m., before the Honorable Judge Donna M. Goerner, Seminole County Courthouse, 301 N. Park Avenue, Sanford, Florida 32771, in Judge Goerner's Courtroom. The hearing may be rescheduled or continued without notice by the Court.

The Proposed Settlement may be approved by the Court with modifications, and without further notice, if consented to by the Class Representatives and Defendants and their respective attorneys in accordance with the terms of the Settlement Agreement.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you send a written objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your own lawyer to attend the final approval hearing, but it is not necessary.

IF YOU DO NOTHING

18. What happens if I do nothing?

You have the right to do nothing. If you do nothing, you will remain part of the Class and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims in this case, ever again. You will receive all the Settlement Benefits described in Paragraph 6 above

GETTING MORE INFORMATION

19. How do I get more information?

If you have any questions concerning the matters dealt with in this notice, please direct your inquiries to the following Class Counsel:

Robert W. Murphy, Esq.
440 Premier Circle, Suite 240
Charlottesville, VA 22901
Email: rwmurphy@lawfirmmurphy.com

The pleadings and other records in this litigation are available at [www._____](http://www._____.com) and may also be examined and copied during regular office hours at the Clerk of the Circuit Court, Seminole County Courthouse, 301 N. Park Avenue, Sanford, Florida 32771. **PLEASE DO NOT TELEPHONE THE CLERK'S OFFICE OR THE JUDGE'S CHAMBERS CONCERNING THIS NOTICE OR THIS CASE.**

EXHIBIT “A”- Prior Fla. Stat. §83.49 Notice



Date: 01/26/2022

[REDACTED]

Deposit Disposition

This is a notice of our intention to impose a claim upon your security deposit for damages and for unpaid Rent as outlined in the following statement. It is sent to you as required by Section 83.49 (3) Florida Statutes. You are hereby notified that you must object in writing to these deductions from your Security Deposit within (15) days from the time you receive this notice or we will be authorized to deduct our claim from your security deposit. A review of our records and an inspection of the above named apartment recently vacated by you disclosed the following:

Code: [REDACTED]	Property: [REDACTED]	Lease From: 05/07/2021	Lates: [REDACTED]
Name: [REDACTED]	Unit: [REDACTED]	Lease To: 05/01/2022	NSF's: [REDACTED]
Address: [REDACTED]	Status: Past	Move In: 05/07/2021	Notice: 12/29/2021
City: [REDACTED]	Rent: 1,219.00	Move Out: 01/05/2022	Disposition: 01/18/2022
	Phone: (O)- (H)- 4076332181	IMPROPER NOTICE	

Date	Description	Charge	Payments	Balance
	Balance as of 01/01/2022			0.00
01/01/2022	Rent (01/2022)	1219.00	0.00	1219.00
01/01/2022	Washer Dryer (01/2022)	1.00	0.00	1220.00
01/01/2022	Washer Dryer Concession (01/2022)	-1.00	0.00	1219.00
01/01/2022	Value Optional Pkg Basic 2 (01/2022)	109.00	0.00	1328.00
01/01/2022	Valet Trash (01/2022)	25.00	0.00	1353.00
01/04/2022	Late Fee	95.00	0.00	1448.00
01/05/2022	Deposit credit	-700.00	0.00	748.00
01/05/2022	Key Deposit credit	-25.00	0.00	723.00
01/05/2022	Rent (01/2022) Credit 26 days	-1022.39	0.00	-299.39
01/05/2022	Value Optional Pkg Basic 2 (01/2022) Credit 26 days	-91.42	0.00	-390.81
01/05/2022	Valet Trash (01/2022) Credit 26 days	-20.97	0.00	-411.78
01/05/2022	Washer Dryer (01/2022) Credit 26 days	-0.84	0.00	-412.62
01/05/2022	Washer Dryer Concession (01/2022) Credit 26 days	0.84	0.00	-411.78
01/05/2022	Keys - Replacement - Parking Sticker (1)	50.00	0.00	-361.78
01/05/2022	Liquidated Dmg Choice B - 5 Days (1/6/22-1/10/22) - Current 1/11/2022	218.23	0.00	-143.55
01/05/2022	Cleaning Fee - Removal - Bag (2)	30.00	0.00	-113.55
01/05/2022	Cleaning Fee - Removal - Box (3)	60.00	0.00	-53.55
01/05/2022	Cleaning Fee - Carpet	60.00	0.00	6.45
01/05/2022	Cleaning Fee - Standard	100.00	0.00	106.45
01/05/2022	Hold Over Fee - 5 Days (1/1/22-1/5/22)	218.23	0.00	324.68
01/05/2022	Concession Charge Back - (05/2021)	611.10	0.00	935.78

Amount due to Concord: 935.78

DISPOSITION

[REDACTED]

[REDACTED]

Breach of Lease

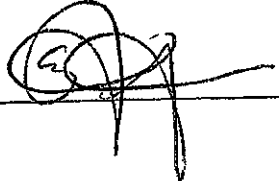
Your objections to this notice must be mailed within 15 days after receipt of same, otherwise, you will forfeit the amount claimed for damages.

Lease Signer(s): [REDACTED]

Please send all notices to:
Collection Department
PO Box 940729
Maitland, FL 32794
Ph: 866-659-0110

Date Sent _____

Certified Mail # _____

Approved by: 

Lessor: _____

In the event you moved out prior to your Lease Term and did not give Manager the required written notice to vacate per your signed Lease Agreement, the "Choice Of Damages" paragraph applies. If you selected Choice B: Lost Future Rental - Damages under Section 83.595, Florida Statutes, on your Lease Agreement/Addendum (or if you did not select either Choice A or B, Choice B automatically applies), you may be subject to additional Liquidated Damages - Future Lost Rent. Should this apply, you will receive an adjustment to your balance due to Concord Management, Ltd. The adjustment/invoice will be mailed to your last known address, when the apartment is re-occupied or your lease term ends, whichever occurs first.

Contact Collections within 30 days of move out to close your account at a discounted rate.

DISPOSITION [REDACTED] [REDACTED]

EXHIBIT “E”- Proposed Final Approval Order

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

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

CASE NO: 2023CA003292

CIVIL DIVISION

Plaintiff,

v.

CONCORD MANAGEMENT LTD
and WATERVUE PARTNERS, LLC

Defendants.

_____ /

FINAL APPROVAL ORDER

THIS CAUSE came before the Court on _____, 202__ on the Motion for Final Approval of Class Action Settlement Agreement between the Class Representative, Plaintiff Jay Alan Durrance, with respect to the Class Action Settlement Agreement entered into with Defendants, Concord Management Ltd. and Watervue Partners, LLC, through their respective counsel. Based on the record, the evidence and argument presented, the Court makes the following findings concerning the fairness, reasonableness, and adequacy of the Class Settlement:

A. On or about July ____, 2026, after a lengthy mediation and extensive settlement discussions, the respective parties entered into a Stipulation and Settlement Agreement (“Settlement Agreement”), which has been previously filed with the Court.

B. Upon review of the record and for the reasons set forth below, this Court hereby gives its final approval of the Settlement Agreement and finds the Settlement to be fair, reasonable, and adequate.

C. The Court finds that the Class Members are receiving fair, reasonable and adequate Settlement Benefits pursuant to the Settlement Agreement in this action.

D. In its Order of Preliminary Approval, the Court preliminarily approved the Class Notice, and found that the proposed form and content of the Class Notice satisfied the requirements of due process, Rule 1.220, Florida Rules of Civil Procedure. The Court reaffirms that finding and holds that the best practical notice was given to Class Members.

E. The Class Notice to be mailed by first-class mail, postage prepaid, to each of the Class Members at their last known address. The Class Notice advised the Class Members of, among other things, the allegations of the claims by the Class Representative, the terms of the proposed settlement, the requirements for exclusion from the settlement, objection to the proposed settlement, and the scheduled approval hearing. The Class Notice further identified Class Counsel and set forth that Class Counsel was seeking an award of attorney's fees and expenses, and that said attorney's fees and expenses would be deducted from the Class Fund. The Class Notice also set forth in full the claims released as part of the Settlement and advised such persons to read the notice carefully because it would affect their rights if they failed to exclude themselves from the Settlement.

F. ___ Class Members have requested to be excluded.

G. ___ Class Members have objected to the proposed Settlement.

H. The Court finds that the Class Members were given an opportunity to opt-out and were adequately represented by the Class Representatives and Class Counsel.

I. The Court must determine whether the proposed Settlement is "fair, adequate and reasonable and that it is not the product of collusion" between the parties. *See, Grosso v. Fidelity Nat. Title Ins. Co*, 982 So 2d 1165 (Fla 3rd DCA 2008); *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). In making this determination, the Court considers six factors:

(a) The likelihood that plaintiffs would prevail at trial;

- (b) The range of possible recovery if plaintiffs prevailed at trial;
- (c) The fairness of settlement compared to the range of possible recovery, discounted for the risk associated with litigation;
- (d) The complexity, expense and duration of the litigation;
- (e) The substance and amount of opposition to the settlement; and
- (f) The stage of the proceedings at which the settlement was achieved.

J. In determining the adequacy of the proposed Settlement, the Court need not, and does not, decide the merits of the case. This Court has considered the submissions of the parties, which demonstrates a degree of uncertainty in Class Representatives prevailing in their claims. The Settlement Benefits set forth in the Settlement Agreement and noted above represent a significant benefit to the Class Members. Given the factual legal obstacles standing in the way of a full recovery if this case were litigated to a conclusion, and the perils of maintaining an action through a final judgment or appeal, this Court finds that the Settlement provides for a reasonable and adequate recovery that is fair to all Class Members. If this case were to proceed without settlement, the resulting litigation would be complex, lengthy, and expensive. The Settlement eliminates a substantial risk that the Class Members would walk away empty-handed after trial.

K. Further, Defendants defended this action vigorously and have indicated they would continue to do so, absent settlement. Because of resulting motion practice, trial, and appeals, it could be a lengthy period before the Class Members would see any recovery even if they were to prevail on the merits, which would not produce a better recovery than they may have achieved in this Settlement. The Court rules that the settlement agreement in this action shall not be construed or deemed to acknowledge or find liability against the Defendants on these disputed allegations.

L. The Parties negotiated the Settlement after a thorough review and analysis of the legal issues involved for nearly a year after the filing of the lawsuit. The facts demonstrate that the Class Representatives were sufficiently informed to negotiate, execute, and recommend approval of the Settlement. *See, e.g., Davies v. Continental Bank*, 122 F.R.D. 475, 479-80 (ED Pa.1996).

M. This Court may also consider the opinions of the participants, including Class Counsel. *Parker v. Anderson*, 667 F. 2d 1204, 1209 (5th Cir. 1984), cert. denied, 459 U.S. 828 (1985). Class Counsel has considerable experience in the prosecution of large and complex consumer class actions. Counsel for the Defendants is likewise experienced. This Court gives credence to the opinion of counsel, amply supported by the Court's independent review that this settlement is a beneficial resolution of the class action claims.

N. In addition to finding that the terms of the proposed settlement are fair, reasonable, and adequate, the Court must determine there is no fraud or collusion between the parties or their counsel negotiating the settlement terms. *Bennett*, 737 F.2d 986; *Miller v. Republic National Life Insurance Company*, 559 F.2d 426, 428-29 (5th Cir. 1977). In this case, there is no suggestion of fraud or collusion between the parties. Furthermore, the terms of the Settlement and a negotiated settlement achieved through mediation make it clear that the process by which the settlement was achieved was fair. *Miller*, 559 F.2d at 429.

O. The relief to the Class has significant value, both with respect to monetary compensation to the Class and other non-monetary benefits.

P. The terms of the Settlement Agreement, including all exhibits thereto, are fully and finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Class.

Q. Through the Settlement Agreement, the parties agreed that Class Counsel would be paid reasonable attorney's fees ("Attorney Fee Award"), together with litigation expenses, including court costs, mediation fees and travel expenses ("Attorney Costs").

R. As for the Attorney Fee Award and Attorney Costs, the request for \$_____ in attorney's fees and \$_____ in costs by Class Counsel is fair and reasonable compensation to Class Counsel in accordance with Rule 1.220, Florida Rules of Civil Procedure, and the factors set forth therein.

S. Through the Settlement Agreement, the Parties agreed that each Class Representative would receive, in addition to the class benefits, an incentive award of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Class Representative Incentive Award"). The Court finds that such an award is reasonable and appropriate, in light of the results obtained.

Based on the foregoing, it is ORDERED AND ADJUDGED that:

1. The Settlement Agreement is hereby approved as final.
2. Without limiting any terms of the Settlement Agreement, including the release of claims as set forth in full in the Settlement Agreement, it is hereby ordered and adjudged that the terms of the Settlement Agreement and of this Final Approval Order shall forever be binding upon, and shall have *res judicata* and preclusive effect, in any and all pending and future lawsuits maintained by the Class Representative and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns.
3. The Attorney's Fee Award, the Attorney Costs, and the Class Representative Incentive Award shall be disbursed in accordance with the provisions of the Settlement Agreement.

4. The Settlement Fund shall be disbursed in accordance with the provisions of the Settlement Agreement.

DONE AND ORDERED, in Chambers, in Sanford, Seminole County, Florida, this _____ day of _____, 202____.

DONNA M. GOERNER
Circuit Judge

Copies furnished to:
Counsel of Record