

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL DIVISION**

**JOHN W. SPRADLIN, JR., JANICE L.
THOMPSON, FRANK G. BEDNAZ, and
CHERYL A. O'DONNELL**, individually
and on behalf of all similarly situated persons,

Plaintiffs,

Case No.: 25000728CA

v.

VICTORIA ESTATES, LTD.;
BENDERSON-VICTORIA, L.C.;
and **KINGS GATE HOMEOWNERS
ASSOCIATION, INC.**,

Defendants.

AGREED ORDER GRANTING CLASS CERTIFICATION

This cause is before the Court upon Plaintiffs' Motion for Class Certification (Doc. 67, 2/11/26). Defendants Victoria Estates, Ltd., Benderson-Victoria, L.C., and Kings Gate Homeowners Association, Inc. have represented they do not oppose the certification of a class in this matter. (Docs. 83 and 86). The parties have agreed to the entry of this Order, which pursuant to Fla. R. Civ. P. 1.220(b)(2) and (b)(3) certifies a class as set forth below.

**BACKGROUND, PROCEDURAL HISTORY,
AND CLASS ALLEGATIONS¹**

Kings Gate, located in Port Charlotte, Florida, is a residential community in which the Master Declaration recorded against all of the community's residential parcels included the obligation to pay "Club Fees" to Defendant, Victoria Estates, Ltd. ("Victoria Estates").

¹ The parties have agreed to the procedural elements of class certification being unopposed through this Order. This Order does not establish any element of Plaintiffs' claims, any element of a defense, or otherwise affect any fact or merit issues in the case. No party may use any aspect of this Order for a purpose beyond the stated purpose of this agreed order.

This class action was filed on June 9, 2025 to challenge the legality of Victoria Estates imposing and mandating payment of “Club Fees” in the Kings Gate community in violation of Florida’s Homeowners Association Act, Chapter 720, Florida Statutes, seeking injunctive relief and class damages against Victoria Estates and its general partner, Benderson-Victoria, L.C.

Defendant, Kings Gate Homeowners Association, Inc. was added as an indispensable party for purposes of the injunctive relief only. *See* Order (Doc. 60, 11/30/25); Report and Recommendations of the General Master (Doc. 51, 11/10/25).

The injunctive relief claim (Count I) seeks to enjoin Victoria Estates from imposing and mandating payment of Club Fees by Plaintiffs and other class members under the Master Declaration in violation of section 720.308, Florida Statutes. The damages claim (Count III) seeks damages against Victoria Estates and its general partner, Benderson-Victoria, in the amount of Club Fees paid by Plaintiffs and other class members as a result of statutory violations of section 720.308, Florida Statutes, including sales tax charged on such fee, plus pre-judgment interest. *See* Second Amended Class Action Complaint and Demand for Jury Trial (Doc. 54, 11/18/25).

To the extent necessary for injunctive relief (Count II) as to the indispensable party, Kings Gate Homeowners Association, Inc., Plaintiffs and the proposed class seek to enjoin the collection of allegedly illegal Club Fees by the Kings Gate Homeowners Association.

Defendants Victoria Estates and Benderson-Victoria deny all of these allegations and have reserved all substantive defenses. *See* Defendants’ Answer and Affirmative Defenses (Doc. 62, 12/5/25). Defendant, Kings Gate Homeowners Association, Inc., has answered the Second Amended Complaint, has asserted defenses and has reserved all defenses. *See* Kings Gate Homeowners Association, Inc.’s Answer and Affirmative Defenses (Doc. 65, 1/30/26).

THE CLASS DEFINITION

Plaintiffs seek certification of the “Kings Gate Injunctive Relief Class” as follows:

All persons who currently own a home in Kings Gate and are obligated to pay Club Fees pursuant to the Kings Gate community’s Master Declaration.

Plaintiffs also seek certification of the “Kings Gate Damages Class” as follows:

All persons who currently own, or previously owned a home in Kings Gate,

beginning June 9, 2021 through the present, and have paid Club Fees pursuant to the Kings Gate community's Master Declaration.

The Kings Gate Injunctive Relief Class and the Kings Gate Damages Class is referred to collectively as the "Class."

STANDING

Through this Agreed Order, the Court accepts that Plaintiffs have standing to represent the proposed Class. Plaintiffs and the class members allege that they have suffered an actual injury as a result of Victoria Estates imposing and mandating payment of Club Fees – a purportedly unlawful assessment under section 720.308, Florida Statutes. Plaintiffs seek class damages for all Club Fees paid and to invalidate provisions in the Master Declaration that would continue to obligate homeowners to pay Club Fees in perpetuity. And these claims are redressable in this proceeding: a favorable decision would declare Victoria Estates' conduct unlawful under the Florida Homeowners Association Act, enjoin Victoria Estates from imposing and mandating payment of Club Fees, and award Plaintiffs and class members the damages they seek.

THE CLASS IS ADEQUATELY DEFINED AND CLEARLY ASCERTAINABLE.

Through this Agreed Order, the Court accepts that the proposed Class consists of current and former Kings Gate homeowners who paid Club Fees under the Master Declaration within four years preceding the filing of the original complaint. The Court further accepts that this definition provides a sufficient degree of certainty and objective criteria which allows the identities of potential class members to be readily ascertained and otherwise satisfies the requirements of Rule 1.220(c)(2)(D)(ii). *See, e.g., Harrell v. Hess Oil and Chem. Corp.*, 287 So. 2d 291, 294 (Fla. 1973); *Paradise Shores Apartments, Inc. v. Practical Maint. Co., Inc.*, 344 So. 2d 299, 302 (Fla. 2d DCA 1977).

THE CLASS MEETS THE REQUIREMENTS OF RULE 1.220(A).

A. Numerosity

Through this Agreed Order, the Court accepts that numerosity is satisfied because the Kings Gate community contains more than 900 homes, and each homeowner is obligated to pay Club Fees. *See, e.g., Terry L. Braun, P.A. v. Campbell*, 827 So. 2d 261, 266 (Fla. 5th DCA 2002)

(50 class members is sufficient to establish impracticability of joinder).

B. Commonality

Through this Agreed Order, the Court accepts that commonality means “there are common questions of law or fact among the members of the class.” Fla. R. Civ. P. 1.220(a)(2). Plaintiffs’ claims – seeking injunctive relief and damages – are based on Victoria Estates imposing and mandating payment of Club Fees. Accordingly, Plaintiffs’ claims raise a question of common interest and seek the same result for themselves as the class members—a determination that the Club Fees are unlawful under the Florida Homeowners Association Act.

C. Typicality

Through this Agreed Order, the Court accepts that typicality is satisfied. Plaintiffs allege that Victoria Estates used the same Master Declaration to impose and mandate payment of Club Fees by the putative class and Plaintiffs – all residents of Kings Gate. Plaintiffs allege the Club Fees violate the Florida Homeowners Association Act because such fees are unlawful assessments under section 720.308, Florida Statutes. Thus, Plaintiffs, as homeowners in Kings Gate, suffered the same alleged injury as all other members of the Class, and their claims are based on the same legal theories as the class.

D. Adequacy

Through this Agreed Order, the Court accepts that Plaintiffs and their counsel satisfy the adequacy requirement. Plaintiffs are willing to serve as the class representative, they understand their duties and obligations, and are willing to fulfill them. *See Sosa*, 79 So. 3d at 115 (“In this case, Sosa was willing and able to take an active role as class representative and advocate on behalf of all class members.”).

The attorney competence prong evaluates whether the representative’s counsel is qualified, experienced, and generally able to conduct the proposed litigation. Plaintiffs’ counsel satisfy these criteria.

CERTIFICATION IS APPROPRIATE UNDER RULE 1.220(B)(2) and (B)(3)

A. The Class Meets the Criteria for (b)(2) Certification.

Through this Agreed Order, the Court accepts that certification under Rule 1.220(b)(2) is appropriate because Defendants have acted in a consistent manner toward members of the class.

Freedom Life Ins. Co. of Am. v. Wallant, 891 So. 2d 1109, 1117 (Fla. 4th DCA 2004); *Holmes v. Cont'l Can Co.*, 706 F.2d 1144, 1155 n.8 (11th Cir. 1983).

This case involves claims that Victoria Estates created and implemented the Club Fee in the Master Declaration and mandated payment of Club Fees from all Kings Gate residents, and that such creation, implementation, and assessment was improper under the Florida Homeowners Association Act. Such claims satisfy the cohesiveness requirement because the parties' respective claims and defenses will rise and fall on the Court's ruling on whether Victoria Estates is subject to and/or violated the Florida Homeowners Association Act.

B. The Class Meets the Requirements for (b)(3) Certification.

Plaintiffs also seek certification of their damages claim in Count III under subparagraph (b)(3). Rule 1.220(b)(3) requires predominance (common questions of law and fact predominate over "any question of law or fact affecting only individual members of the class") and superiority ("class representation is superior to other available methods for the fair and efficient adjudication of the controversy").

Through this Agreed Order, the Court accepts that common questions of fact predominate over individualized issues and this element is satisfied in this case.

Through this Agreed Order, the Court accepts that the considerations for superiority are satisfied. There are no other similar class actions or other litigation against Victoria Estates involving the Master Declaration or the Club Fee by any proposed class member, so there is no threat of inconsistent adjudications. *See Fla. R. Civ. P. 1.220(b)(3)(B)*. Finally, litigating this action in one forum will allow the parties and the Court to conserve resources, prevent duplication of effort, provide for efficient resolution, and prevent inconsistent results.

CONCLUSION

It is therefore ordered pursuant to the agreement of the Parties that:

1. Class certification is granted as set forth herein.
2. Plaintiffs are appointed as class representative.
3. Plaintiffs' counsel are designated as class counsel, with J. Daniel Clark and John Marc Tamayo taking co-lead counsel for the Class.
4. The Court appoints AB Data, Ltd. as the class administrator for class notification and other administrative tasks as needed, pursuant to Rule 1.220.

5. The parties shall submit to the Court an agreed-to form of class notice and a notice schedule for approval within 30 days of the date of this Order.

DONE and ORDERED in Chambers, at Punta Gorda, Charlotte County, Florida

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Russell T. Kirshy, Circuit Court Judge I6+B3b7c 25000728CA
04/21/2026 09:11:33

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