

**IN THE CIRCUIT COURT FOR THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA**

**WOODLANDS OF GAINESVILLE, LLC, a
Foreign Limited Liability Company,**

Plaintiff,

v.

Case No.: 01-2012-CA-407

**ZACHARY T. ARNOLD and MICHELLE
ARNOLD,**

Defendants.

_____/ **ZACHARY T. ARNOLD and MICHELLE
ARNOLD,**

Counter-Plaintiffs,

v.

**WOODLANDS OF GAINESVILLE, LLC, a
Foreign Limited Liability Company,**

Counter-Defendant.

_____/

**AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONALLY CERTIFYING A SETTLEMENT CLASS,
APPROVING FORM OF NOTICE TO THE CLASS, AND
SETTING HEARING ON FINAL APPROVAL OF SETTLEMENT**

THIS MATTER came before the Court upon the Parties' motion for preliminary approval of a proposed settlement of all claims asserted by and among the Parties in this action. The terms of the proposed settlement ("Settlement") are set out in the Settlement Agreement executed by counsel for the Parties dated May 13, 2014 (the "Settlement Agreement"). All capitalized terms used in this Order have the same meaning as set forth and defined in the Settlement Agreement.

The Court has given due consideration to the Settlement Agreement, the Parties' motion for preliminary approval of the Settlement and supportive papers, and arguments of counsel, and, being otherwise duly advised, it is:

ORDERED and ADJUDGED as follows.

1. Jurisdiction. This Court has jurisdiction over the subject matter of this Action, and has jurisdiction to enter this and all Orders in connection with the Settlement, and has jurisdiction to preside over implementation of the Settlement Agreement if it is finally approved.

2. Preliminary Findings and Conditional Certification. The Court preliminarily finds, based on counsel's representation at the hearing, that the requirements of Florida Rule of Civil Procedure 1.220(a) will be satisfied, along with the requirements of other applicable laws and rules of procedure. The Court preliminarily approves the settlement of this action as memorialized in the Settlement Agreement. Preliminarily, subject to any evidentiary showing which may be made at the Fairness Hearing, the Court finds the Settlement to be fair, just, reasonable and adequate to the proposed Classes. The Settlement is deserving of preliminary approval and notice of the Settlement should be made as provided in this Order. Pending Final Approval, should such follow the presentations to be made at the Fairness Hearing, the Court preliminarily rules as follows.

a. The Settlement Classes

The following defined classes are appropriate for certification for purposes of implementing the Settlement Agreement:

Tenant Class

All persons who occupied a unit at the Woodlands of Gainesville for any period of time between August 8, 2008 and July 25, 2013 under a lease with Woodlands. The Tenant Class excludes: 1) any tenant who was previously represented by counsel in connection with a civil action in which the tenant was alleged to have breached the lease and which was dismissed or fully adjudicated prior to the filing of the Action; 2) any tenant who was previously represented by counsel and who is a party to any release of or by Woodlands; and 3) anyone who validly requests exclusion from the Class as provided in the Settlement Notice.

Guarantor Class

All persons who executed a guaranty for the benefit of Woodlands of the obligations of one or more members of the Tenant Class. The Guarantor Class excludes: 1) any guarantor who was previously represented by counsel in connection with a civil action in which the tenant or the guarantor was alleged to have breached the lease or guaranty and which was dismissed or fully adjudicated prior to the filing of the Action; 2) any guarantor who was previously represented by counsel and who is a party to any release of or by Woodlands; 3) any guarantor who guaranteed the obligations of a tenant who was previously represented by counsel and who is a party to any release of or by Woodlands; and 4) anyone who validly requests exclusion from the Class as provided in the Settlement Notice.

Tenant Class and Guarantor Class are collectively referred to as "Class."

Excluded from the Class are those persons and entities who submit valid and timely requests for exclusion from the Class in compliance with each of the requirements set forth in the Class Notice.

b. Rule 1.220 Requisites

1) Adequacy

The Court preliminarily finds that Counter-Plaintiffs Zachary T. Arnold and Michelle Arnold are adequate to serve as Class Representatives. They have been zealous and diligent in maintaining the counterclaims, disclosing personal financial information that would not have

been required of other class members and traveling to Gainesville from their homes in Tampa to participate in the litigation. Purely for purposes of implementing the Settlement, the Court appoints Counter-Plaintiffs to serve as Class Representatives. As this finding and appointment is solely for purposes of implementing the Settlement, the parties shall not be barred or estopped from arguing for or against the adequacy of Zachary T. Arnold or Michelle Arnold as class representatives should this Settlement be terminated or not finally approved by this Court or any other court, and said finding and appointment cannot be used as evidence by either party should this Settlement be terminated or not finally approved by this Court or any other Court.

The Court preliminarily finds that attorney Andy Dogali and Dogali Law Group, P.A. are qualified to act as Class Counsel, as he has previously served as class counsel in successful class action lawsuits. Purely for purposes of implementing the Settlement, the Court appoints Andy Dogali as Class Counsel. As this finding and appointment is solely for purposes of implementing the Settlement, the parties shall not be barred or estopped from arguing for or against the qualifications of Andy Dogali and Dogali Law Group, P.A. to act as class counsel should this Settlement be terminated or not finally approved by this Court or any other court, and said finding and appointment cannot be used as evidence by either party should this Settlement be terminated or not finally approved by this Court or any other Court.

2) Commonality

The Parties have stipulated, for settlement purposes only, that the claims of the members of the Class are sufficiently common to support certification of the Classes and approval of the Settlement. The class members all had effectively the same leases and guaranties, so their claims arise from the same practice or course of conduct and are based

on the same legal theories. Thus, counsel has made a satisfactory preliminary representation that commonality will be satisfied. *See e.g. Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 107 (Fla. 2011) (commonality satisfied when all claims arose out of the same routine billing practice that violated a particular statute). The Parties have agreed that said stipulation shall not prevent a party from later arguing for or against commonality should this Settlement be terminated or not finally approved by this Court or any other court, and said stipulation cannot be used as evidence by any party should this Settlement be terminated or not finally approved by this Court or any other court. Preliminarily, purely for purposes of implementing the Settlement, the Court finds such stipulation to be well-founded, and it is approved.

3) Typicality

The Parties have stipulated, for settlement purposes only, that the claims of the Class Representatives are sufficiently typical of the claims of the members of the Classes to support certification of the Class and approval of the Settlement. Because the lease and guaranty terms were nearly the same among class members, respectively, it appears that the class members have the same legal interest and have incurred the same legal injuries. Thus, counsel has made a satisfactory preliminary representation that typicality will be satisfied. *See e.g. W.S. Badcock Corp. v. Myers*, 696 So. 2d 776, 780 (Fla. 1st DCA 1996) (class of consumers who had been charged a \$7 fee in violation of a statute satisfied typicality because they sought relief under the same legal theories and suffered the same type of injury – paying the impermissible fee). The Parties have agreed that said stipulation shall not prevent a party from later arguing for or against typicality should this Settlement be terminated or not finally approved by this Court or any other court, and said

stipulation cannot be used as evidence by any party should this Settlement be terminated or not finally approved by this Court or any other court. Preliminarily, purely for purposes of implementing the Settlement, the Court finds such stipulation to be well-founded, and it is approved.

4) Numerosity

The Parties have stipulated, for settlement purposes only, that the members of the Class are sufficient in number to support certification of the Classes and approval of the Settlement. Approximately 2,400 members comprise the tenant class, and a slightly smaller number comprises the guarantor class; thus, counsel has made a satisfactory preliminary representation that numerosity will be satisfied. *See e.g. Smith v. Glen Cove Apartments Condo. Master Ass'n, Inc.*, 847 So. 2d 1107, 1110 (Fla. 4th DCA 2003) (class of 100 satisfied numerosity). The Parties have agreed that said stipulation shall not prevent a party from later arguing for or against numerosity should this Settlement be terminated or not finally approved by this Court or any other court, and said stipulation cannot be used as evidence by any party should this Settlement be terminated or not finally approved by this Court or any other court. Preliminarily, purely for purposes of implementing the Settlement, the Court finds such stipulation to be well-founded, and it is approved.

3. Fairness Hearing. A hearing (the "Fairness Hearing") shall be held. The Notice of Hearing shall indicate that the Fairness Hearing will occur **October 28, 2014** at **1:30 p.m.** before the undersigned Judge of this Court, at Alachua County Courthouse, 201 East University Avenue, Gainesville FL 32601. At that time, the Court shall determine whether: (a) the settlement documented in the Settlement Agreement is fair, just, reasonable and adequate and should be finally approved; (b) the Class should be certified

for settlement purposes; (c) to enter judgment as provided in the Settlement Agreement; (d) to approve the Class Representatives' application for a service award; and (e) to approve Class Counsel's application for an award of attorneys' fees and costs. The Court may continue or adjourn the Fairness Hearing without further notice to members of the Class.

4. Supporting Papers. The Parties shall file a motion for Final Approval of Settlement and Judgment (the "Final Approval Motion") no later than thirty (30) days prior to the Final Fairness Hearing. Any request by Class Counsel for an award of attorneys' fees and costs, or a request by Class Representatives for an incentive award, shall be filed by Class Counsel concurrently with or prior to the Final Approval Motion.

5. Notice. The Court approves, as to form and content, the Class Notice which is attached as Attachment 1 to this Order and the Claim Form which is attached as Attachment 2 to this Order. Considering all factors and circumstances, the Court finds that distribution of the Class Notice in the manner set forth in this Order constitutes the best notice practicable. The notice agreed upon in the Settlement Agreement and approved in this Order is reasonably calculated to apprise the Class Members of the pendency of the action and of the existence and terms of the proposed settlement. Consequently, the notice constitutes valid, due and sufficient notice to members of the Class, complying fully with the requirements of Rule 1.220 of the Florida Rules of Civil Procedure, the Constitution of the United States, the Constitution of the State of Florida, and any other applicable laws.

6. Administration of Settlement and Provision of Notice. The Parties have stipulated that Class Counsel shall act as settlement administrator, and that appointment of a third party to act in this role is unnecessary. Class Counsel has agreed to act in this role

and has acknowledged the independent service and reporting duties attendant to service as administrator. Considering all factors and circumstances, for purposes of implementing the Settlement, the Court approves the stipulation. Class Counsel shall perform the notice and administration functions assigned to him under the Settlement Agreement, including but not limited to preparing and serving the notice, maintaining records of all Class communications associated with the notice and settlement, and reporting to the Court. Class Counsel shall comply with the notice and administration time periods established in the Settlement Agreement.

All notice and administration expenses shall be paid as provided in the Settlement Agreement.

7. Exclusion from the Class. Any Class Member who desires to be excluded from the Class must submit a valid written request for exclusion from the Class in accordance with the instructions in the Class Notice. Any Class Member who does not submit a valid written request for exclusion shall be bound by all proceedings, rulings, orders and judgment in this action, regardless of whether such Class Member submits a Claim Form. Requests for exclusion shall clearly indicate the name, mailing address, daytime telephone number, and e-mail address (if available) for the person seeking exclusion, and shall clearly state the person's wish to be excluded from the Class. Requests for exclusion must be submitted by first-class mail, and postmarked no later than the date established in the Notice. A request for exclusion shall be effective only if it strictly complies with the terms of the Notice, or if the request for exclusion is otherwise accepted by the Court.

8. Submission of Claim Forms. Any Class Member who wishes to participate in the Settlement and who wishes to share in the Benefit Amount must sign and return a completed Claim Form in accordance with the instructions in the Claim Form and the Class Notice. All Claim Forms must be submitted by first-class mail, postmarked no later than the date established in the Notice. Unless otherwise ordered by the Court, any Class Member who does not sign and return a Valid Claim Form within the time provided shall be barred from sharing in the distribution of the Benefit Amount, but shall nonetheless be bound by the Final Judgment and the releases contained in the Settlement Agreement.

Woodlands may challenge a Claim by written notice to Class Counsel as provided in the Settlement Agreement. Any such challenge will be processed and determined as provided in the Settlement Agreement.

9. Objections to the Settlement. Any Class Member who wishes to object to the proposed Settlement must, no later than the date established in the Notice, file with the Court a written statement of his, her or its objection. The written objection must contain:

- The Class Member's full name, current mailing address, daytime telephone number and e-mail address (if available); and
- A clear statement that the Class Member objects to the Settlement; and
- A clear statement of the reasons for the objection, including any legal support and factual evidence that the objector wishes to bring to the Court's attention; and
- If the objector intends to appear at the Fairness Hearing, a clear statement of this intention; and

- A list of any other cases or disputes in which the objector has filed an objection to a settlement or appeared as a settlement objector in the preceding five years, and a list of any other cases or disputes in which the objector's counsel has filed an objection to a settlement on behalf of a class member, or appeared on behalf of a class member to object to a settlement, in the preceding five years of; and
- The objector's signature, even if represented by counsel.

Objections must be filed with the Court no later than the date established in the Notice, and copies of the objection must be sent by first-class mail to Class Counsel and Defense Counsel, and postmarked no later than the date established in the Notice. Any Class Member who does not make his, her or its objection(s) in strict accordance with the procedures established in the Notice and this Order shall be deemed to have waived such objection(s) and shall forever be foreclosed from making any objection(s) to the fairness or adequacy of the proposed Settlement, and from the right to appeal any orders that are entered in relation to the Settlement, unless otherwise ordered by the Court. Any submissions by the Parties in response or opposition to objections shall be filed with the Court no later than seven (7) days before the Fairness Hearing.

10. Appearances at the Fairness Hearing. Any Class Member who files and serves an objection and wishes to appear at the Fairness Hearing, whether pro se or through counsel, must file a Notice of Appearance in the Action in accordance with the terms set forth in the Class Notice, and serve the Notice of Appearance upon Class Counsel and Defense Counsel at the addresses set forth in the Class Notice. Class Members who appear at the Fairness Hearing will only be permitted to argue those matters that were set forth in a written objection filed and served in accordance with the terms set forth in this

order. All notices of appearance must be filed with the Court no later than twenty-eight (28) days prior to the Fairness Hearing, or the objector shall not be permitted to appear.

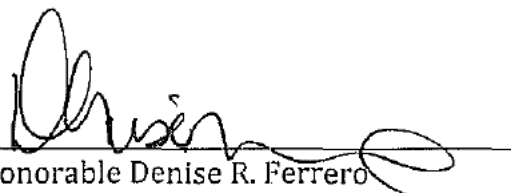
Any person or entity who or which submits a valid request for exclusion from the Class may not appear.

10. Service of Papers. Class Counsel and Defense Counsel shall promptly furnish each other with copies of any and all objections and notices of appearance that come into their possession and which do not appear to have been provided to both Class Counsel and Defense Counsel.

11. Termination. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions as of December 11, 2013, if the Settlement is terminated in accordance with the Settlement Agreement.

12. Retention of Jurisdiction. This Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

DONE AND ORDERED in Chambers in Alachua County, Florida, 201 East University, Gainesville, Florida, this 7th day of July, 2014.


Honorable Denise R. Ferrero
Acting Circuit Judge

IN THE CIRCUIT COURT FOR THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

WOODLANDS OF GAINESVILLE, LLC, a
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Plaintiff,

v.

Case No.: 01-2012-CA-407

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ARNOLD,

Defendants.

ZACHARY T. ARNOLD and MICHELLE
ARNOLD,

Counter-Plaintiffs,

v.

WOODLANDS OF GAINESVILLE, LLC, a
Foreign Limited Liability Company,

Counter-Defendant.

NOTICE OF CLASS ACTION SETTLEMENT

**ATTENTION ALL PERSONS WHO OCCUPIED A UNIT AT
WOODLANDS OF GAINESVILLE FOR ANY PERIOD OF TIME BETWEEN
AUGUST 8, 2008 AND JULY 25, 2013 UNDER A LEASE, AND ALL PERSONS
WHO GUARANTEED ANY SUCH LEASE:
YOU MAY BE ENTITLED TO A RECOVERY**

There is now pending in the Circuit Court for the Eighth Judicial Circuit, in and for Alachua County, Florida ("Court") a lawsuit entitled *Woodlands of Gainesville, LLC, Plaintiff/Counter-Defendant v. Zachary T. Arnold and Michelle Arnold, Defendant/Counter-Plaintiff*, Case No. 01-2012-CA-407 (the "Action"), which involves a claim against a tenant under a lease and the guarantor of his lease, and their counterclaims alleging that Woodlands of Gainesville, LLC ("Woodlands") violated several Florida Statutes including but not limited to the Florida Residential Landlord Tenant Act (Chapter 86 of the Florida Statutes). Woodlands denies liability, and there has been no finding that Woodlands has violated any laws.

THE SETTLEMENT CLASS

A proposed class action settlement (the "Settlement") could affect your legal rights if you are a member of either the Tenant Class or the Guarantor Class, which is defined as follows:

Tenant Class: All persons who occupied a unit at the Woodlands of Gainesville for any period of time between August 8, 2008 and July 25, 2013 under a lease with Woodlands. The Tenant Class excludes: 1) any tenant who was previously represented by counsel in connection with a civil action in which the tenant was alleged to have breached the lease and which was dismissed or fully adjudicated prior to the filing of the Action; 2) any tenant who was previously represented by counsel and who is a party to any release of or by Woodlands; and 3) anyone who validly requests exclusion from the Class as provided in the Settlement Notice (the "Tenant Class").

Guarantor Class: Any persons who executed a guaranty for the benefit of Woodlands of the obligations of one or more members of the Tenant Class. The Guarantor Class excludes: 1) any guarantor who was previously represented by counsel in connection with a civil action in which the tenant or the guarantor was alleged to have breached the lease or guaranty and which was dismissed or fully adjudicated prior to the filing of the Action; 2) any guarantor who was previously represented by counsel and who is a party to any release of or by Woodlands; 3) any guarantor who guaranteed the obligations of a tenant who was previously represented by counsel and who is a party to any release of or by Woodlands; and 4) anyone who validly requests exclusion from the Class as provided in the Settlement Notice (the "Guarantor Class").

If you qualify to be in a Class, you may be entitled to payment of money from the Benefit Amount set aside for members of the Class.

THE ACTION AND THE SETTLEMENT

This class action arose out of allegations that Woodlands violated the Florida Residential Landlord Tenant Act (Chapter 86 of the Florida Statutes), among other statutes.

Putative class representatives Zachary T. Arnold and Michelle Arnold ("Counter-Plaintiffs") alleged in their counter-claims ("Counter-Claim") that Woodlands used uniform Lease Agreements which contain terms and conditions that are unenforceable under Florida law, and that Woodlands operated without a required license from 2008 – 2012. Counter-Plaintiffs sought statutory and actual damages, injunctive relief, and attorneys' fees and costs.

Woodlands denies liability and disputes all allegations and claims set forth in Plaintiffs' Counter-Claim. However, the parties have nonetheless negotiated a settlement of this action in order to avoid the burden, expense, and uncertainty of further litigation. Further, the parties, after a thorough investigation of the facts and applicable law concerning all claims and defenses, have agreed that the proposed Settlement is in the best interest of all members of the putative Tenant Class and the Guarantor Class (collectively, "Class Members") and that the proposed Settlement is fair, reasonable, and adequate.

Without admitting liability, Woodlands agrees to an injunction that prohibits Woodlands from presenting for execution to any potential tenant, or enforcing against a prior tenant whose lease terms have expired, any form of lease containing a provision prohibited by Chapter 86, Florida Statutes.

Without admitting liability, and in addition to the injunctive relief, Woodlands will make available \$334,680.00 (the "Benefit Amount") for the benefit of the Class Members. The Benefit Amount may be reduced by any amount ordered by the Court.

Subject to approval of the Settlement by the Court, each Class Member who (1) does not request exclusion from a Class, (2) submits a valid claim as described below, and (3) does not owe Woodlands any money for amounts due related to a Class Member's occupation of a unit at the Woodlands between August 8, 2008 and July 25, 2013 shall be entitled to payment (a "Settlement Benefit") from the Benefit Amount. For monetary relief, the amount of the Settlement Benefit will be \$120.00 for each Class Member who submits a valid claim form. Settlement Benefits will be paid by check.

Subject to approval of the Settlement by the Court, each Class Member who (1) does not request exclusion from a Class, (2) submits a valid claim as described below, and (3) who owes money to Woodlands for amounts due related to a Class Member's occupation of a unit at the Woodlands between August 8, 2008 and July 25, 2013 shall be released by Woodlands for all amounts owed.

Woodlands will further provide an amount not to exceed \$10,000.00 to each named Plaintiff, as representatives of the class, and an amount not to exceed \$380,000.00 to Class Counsel for attorneys' fees and all litigation costs incurred and to be incurred. Subject to certain limitations contained within the Settlement Agreement, the Court may award lower amounts to the named Plaintiffs or to Class Counsel without effecting the settlement. Any amounts awarded to the Named Plaintiffs or to Class Counsel will be paid by Woodlands, separate from and in addition to the Benefit Amount.

If any funds from the Benefit Amount remain after the deductions and payments to Class Members are made, such funds will remain the sole property of Woodlands.

FINAL JUDGMENT AND RELEASE OF ALL CLAIMS

If the Court approves the proposed Settlement, it will enter a final order dismissing the Action on the merits, with prejudice. If you do not timely and validly request to be excluded from the Class, you will release all Settled Claims against the Released Parties, and shall be forever barred from suing the Released Parties for any and all Settled Claims, as those terms are defined below:

"Released Parties" means (a) Woodlands and each of its past, present, and future parents, subsidiaries, related companies, affiliated companies, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, divisions, insurers or reinsurers, advisors, consultants, representatives, partners, affiliates, divisions, owners, shareholders,

officers, directors, vendors, employees, attorneys, or agents (alleged or actual); (b) anyone a Class Member could sue for the same or similar wrongs as alleged in the Counter-Claim or within the scope of this release; (c) the representatives, predecessors, successors and assigns of any of the foregoing; and (d) any party released in section III.13. of the Settlement Agreement.

“Settled Claims” means all claims, demands, disputes, matters, actions and causes of action of any kind, that in any way concern, relate to, are based upon, arise out of, or are related in any way to a lease or guaranty of a lease at Woodlands by or for the benefit of any member of the Tenant Class or the Guarantor Class, including but not limited to all claims, demands, disputes, matters, actions and causes of action concerning, relating to, based upon, arising out of, or related in any way to the allegations, facts, circumstances, transactions, statements, omissions, or subject matters that were alleged or could have been alleged in the Counter-Claim or in any other action, or could in the future be alleged, whether known or unknown, accrued or unaccrued, matured or not matured, whether asserted directly, derivatively, indirectly or otherwise, and whether based on state, federal, foreign or any other law, as against all Released Parties.

TO EXCLUDE YOURSELF FROM THE CLASS

If you do not want a payment from this Settlement, or if you would prefer to sue the Released Parties on your own concerning the Settled Claims, you must take steps to exclude yourself. If you wish to be excluded, you must complete and send a written request for exclusion, containing your name, mailing address, daytime telephone number, and e-mail address (if available) for the person requesting exclusion, and clearly state that you wish to be excluded from the Class. To be valid, requests for exclusion must be postmarked on or before , 2014, and sent first-class mail to Class Counsel and Defense Counsel, at the addresses indicated below:

Class Counsel:

Andy Dogali
Dogali Law Group, P.A.
101 E. Kennedy Blvd., Suite 1100
Tampa, Florida 33602

Defense Counsel:

D. Kent Safriet
Hopping, Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

If you request to be excluded from the Class, do not send in a claim form to request money. If you are excluded from the Class, you will not be entitled to share in the Benefit Amount, and you will not be bound by the Settlement or the final order on the Settlement.

TO OBJECT TO THE SETTLEMENT

If you wish to object to the Settlement, you must file a written objection with the Court and serve such objection upon Class Counsel and Defense Counsel at the addresses set forth above. Any written objections must (a) set forth the Class Member’s full name, current

mailing address, daytime telephone number and e-mail address (if available); (b) state that the Class Member objects to the Settlement; (c) set forth a statement of any reasons for the objection, including any legal support and factual evidence that the objector wishes to bring to the Court's attention; (d) indicate whether the objector intends to appear at the Fairness Hearing; (e) list any other cases in which the objector or his or her counsel have appeared either as settlement objectors or counsel for objectors in the preceding five years; and (f) include the objector's signature, even if represented by counsel.

If you wish to appear at the Fairness Hearing, either on your own behalf or through counsel, you must file a Notice of Appearance with the Court and mail a copy of the Notice of Appearance to Class Counsel and Defense Counsel. You may not appear at the Fairness Hearing if you have requested exclusion from the Class. Class Members who appear at the Fairness Hearing will only be permitted to argue those matters that were set forth in a written objection.

To be considered, any objection must be filed with the Court on or before , 2014, and mailed to Class Counsel and Defense Counsel postmarked on or before , 2014. Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and will not be entitled to be heard at the Fairness Hearing. If you choose to have counsel of your own, you will be responsible for your personal attorneys' fees and costs.

HOW TO MAKE A CLAIM

If you want to participate in the Settlement and recover a portion of the Settlement Benefit, you must complete the Claim Form that you received with this Notice, and you must mail it to Class Counsel at the above address, postmarked on or before , 2014.

Note that you cannot both exclude yourself from the Class and receive payment of a Settlement Benefit.

NOTICE OF COURT HEARING

The Settlement is subject to final Court approval, and a Hearing (the "Fairness Hearing") for that purpose has been scheduled for at a.m./p.m. before the Honorable Denise R. Ferrero, at Alachua County Courthouse, 201 East University Avenue, Gainesville FL 32601. The parties to the lawsuit will ask the Court at that time to determine whether: (a) the settlement documented in the Settlement Agreement is fair, just, reasonable and adequate and should be finally approved; (b) the Class should be certified for settlement purposes; (c) to enter judgment as provided in the Settlement Agreement; (d) to approve the Class Representatives' application for a service award; and (e) to approve Class Counsel's application for an award of attorneys' fees and costs. If approved by the Court, any service awards and any awards for attorneys' fees and costs will be paid by Woodlands, separate from the Benefit Amount.

The Court may continue or adjourn the Fairness Hearing without further notice to members of the Class.

You are currently represented by the Class Counsel listed above – Andy Dogali – but may retain your own counsel, if you choose, at your own expense.

ADDITIONAL INFORMATION

The Settlement Agreement and all other court filings in the Action are available for inspection at the Clerk of the Court, Alachua County Courthouse, 201 East University Avenue, Gainesville FL 32601. The operative pleadings are also available on the Settlement website at <http://www.dogalilaw.com/woodlands-of-gainesville-class-action.html>.

This Notice is not intended to describe all of the issues and proceedings in the lawsuit. The Settlement Agreement shall govern where there is any conflict between it and this Notice. In order to see the complete file including the individual terms of the Settlement, you should visit the office of the Clerk of the Court. The Clerk will inform you as to how to obtain the file relating to this lawsuit for inspection and copying at your own expense.

IF YOU HAVE QUESTIONS YOU MAY CONTACT CLASS COUNSEL AT info@dogalilaw.com OR TOLL FREE AT (877) 459-6690.

**PLEASE DO NOT CONTACT THE COURT
OR DEFENSE COUNSEL WITH ANY QUESTIONS**

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IN AND FOR ALACHUA COUNTY, FLORIDA

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Foreign Limited Liability Company,

Plaintiff,

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Defendants.

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v.

WOODLANDS OF GAINESVILLE, LLC, a
Foreign Limited Liability Company,

Counter-Defendant.

_____/

CLAIM FORM

IN ORDER FOR YOU TO RECEIVE PAYMENT AS PART OF THE
SETTLEMENT IN THE ABOVE ACTION, YOU MUST COMPLETE AND
SUBMIT THIS FORM, FOLLOWING THE PROCEDURES OUTLINED BELOW

Please review the statements below and check the box and/or fill in the blanks as they
apply to you. **Be sure to answer every question.**

If you submitted a request for exclusion from the Class you should not
complete this Claim Form.

I. Claimant's Information

Please **write legibly** and provide the following information:

Your Name (first, middle, last): _____

Company Name (if applicable): _____

Address: _____

City: _____ State: __ Zip code: _____

Email Address: _____

Telephone Number: (____) _____ - _____

SSN or Taxpayer I.D. Number (if Claimant is a person): _____

Employer I.D. Number (if Claimant is a business): _____

Please note: If you provide incomplete, incorrect, or inaccurate information, your claim may be denied. The information you provide will be used for processing of your claim and will not be used or released for any other purpose. Your Social Security Number, Taxpayer I.D. Number, or EIN is necessary for tax reporting purposes and will be kept strictly confidential.

II. Tenant Claims

1. I occupied a unit for any period of time between August 8, 2008 and July 25, 2013 which was leased from Woodlands of Gainesville: Yes No
2. The full address, including unit number, where I resided under the Lease is:

III. Guarantor Claims

3. I, or someone on whose behalf I am submitting this claim, executed a guaranty of one or more leases pursuant to which someone occupied a unit at Woodlands of Gainesville between August 8, 2008 and July 25, 2013:
 Yes No

IV. All Claims

4. At any time in the past, were you, or the person on whose behalf you are submitting this claim, represented by counsel in connection with a civil action in which the tenant or the guarantor was alleged to have breached the lease or the guaranty and which civil action was dismissed or fully adjudicated prior to July 25, 2013: Yes
 No
5. Were you, or the person on whose behalf you are submitting this claim, previously represented by counsel and a party to any release of or by Woodlands of Gainesville?
 Yes No

6. The approximate date(s) of the tenancy to which I was a party or a guarantor was/were:

7. Did you suffer any adverse credit rating or score as a result of any reporting, collection effort, or action or litigation initiated by Woodlands of Gainesville, LLC?

Yes No

If so, how: _____

8. Did the Lease at Woodlands of Gainesville naturally expire or was it terminated?

Naturally Expired Terminated

9. Did Woodlands of Gainesville ever make a claim against you in connection with the lease or guaranty, for unpaid rent or other charges, or to keep your security deposit, or for anything else? Yes No

I understand that, subject to the Court's final approval of the Settlement, I will be bound by the releases set forth in the Settlement Agreement and the Final Judgment. I have read and completed this Claim Form and declare under penalty of perjury that the information provided is true and correct to the best of my knowledge and belief.

Date: ____ / ____ / 2014

(MM/DD/2014)

Signature of Claimant or Authorized Representative

This Claim Form is not valid unless signed.

DO NOT MAIL A COMPLETED CLAIM FORM TO THE COURT OR DEFENSE COUNSEL. YOU MUST MAIL THIS COMPLETED CLAIM FORM TO CLASS COUNSEL AT THE FOLLOWING ADDRESS POSTMARKED ON OR BEFORE 12/31/2014, TO TAKE PART IN THIS SETTLEMENT:

Andy Dogali, Class Counsel
Dogali Law Group, P.A.
101 E. Kennedy Blvd., Suite 1100
Tampa, Florida 33602