

**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.**

\_\_\_\_\_/

**JOINT MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT, FOR CONDITIONAL CERTIFICATION  
OF SETTLEMENT CLASS, FOR APPROVAL OF FORM OF CLASS NOTICE,  
AND TO SET FAIRNESS HEARING FOR FINAL APPROVAL OF SETTLEMENT**

THE PARTIES to this action jointly move this Honorable Court for approval of a Class Action Settlement which has been reached between them subject to the approval of the Court. In support of the motion the Parties jointly offer the following arguments and authorities.

1. This action has been pending since July of 2011 and has been hotly litigated since its inception. Both sides and the Court have invested substantial resources into adjudication of the Parties' claims and defenses.

2. In April, 2012, the action was mediated, and an impasse was reached. The Parties feverishly litigated the case until they convened a second mediation, on December 11, 2013. That mediation culminated in a confidential settlement, the memorandum of understanding for which was subject to more extensive documentation and to approval of this Court. The Parties have documented their agreement in the Settlement Agreement which is attached as Exhibit 1 to this motion.

3. The Parties seek preliminary approval of the Settlement Agreement, subject to the Court's Final Approval at a Fairness Hearing to be scheduled on the Court's docket. Preliminary approval of the Settlement Agreement and its proposed Class Notice and claim resolution program will provide members of the Class with notice and an opportunity to examine the terms and conditions of the settlement and to be heard regarding the fairness of the settlement.

4. The Parties ask the Court to find, purely preliminarily and subject to final presentation and consideration at the Fairness Hearing and further Final Order of the Court, that:

a. The Settlement Class and the Settlement Agreement satisfy the requirements of Rule 1.220 of the Florida Rules of Civil Procedure, along with the requirements of other applicable laws and rules of procedure;

b. The Settlement is fair, just, reasonable and adequate to the Class, and is deserving of preliminary approval;

c. The Notice established under the Settlement Agreement meets all requirements of due process and should be issued so that the Parties may notify the Class

of Court's preliminary approval, the terms and conditions of the Settlement, and the Fairness Hearing.

#### 5. 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."

The Court should exclude from the Class 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.

#### 6. Rule 1.220 Requisites

1) Adequacy

The Court should find, purely for purposes of implementing the Settlement and in accordance with *Leibell v. Miami-Dade County*, 84 So.3d 1078 (Fla. 3d DCA 2012), that Counter-Plaintiffs Zachary T. Arnold and Michelle Arnold are adequate to serve as Class Representatives, as they have duly fulfilled the duties expected of them in their pursuit of relief for the benefit of the entire Class, and their loyalty, effort and diligence have never wavered. 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 should find, purely for purposes of implementing the Settlement and in accordance with *Leibell v. Miami-Dade County*, 84 So.3d 1078 (Fla. 3d DCA 2012), that attorney Andy Dogali and Dogali Law Group, P.A. are adequate and qualified to act as Class Counsel, as they have zealously prosecuted the claims brought by the Class Representatives, they have invested substantial efforts and resources into such claims, and their loyalty, effort and diligence have never wavered. 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 any party should this Settlement be terminated or not finally approved by this Court or any other court.

Preliminarily, and purely for purposes of implementing the Settlement, the Court should appoint Zachary T. Arnold and Michelle Arnold as Class Representatives, and should appoint Andy Dogali and Dogali Law Group as Class Counsel.

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 Court should find, purely for purposes of implementing the Settlement and in accordance with *Sosa v. Safeway Premium Finance Co.*, 73 So.3d 91 (Fla. 2011), such stipulation to be well-founded, reasonable, credible, and appropriate, and the Court should approve the stipulation. Said stipulation by the Parties 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.

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. The Court should find, purely for purposes of implementing the Settlement and in accordance with *Sosa v. Safeway Premium Finance Co.*, 73 So.3d 91 (Fla. 2011), such stipulation to be well-founded, reasonable, credible, and appropriate, and the Court should approve the stipulation. Said stipulation by the Parties 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.

4) Numerosity

The Parties have stipulated, for settlement purposes only, that more than 2,000 Class members exist, and that such number is sufficient under Florida law to support certification of the Classes and approval of the Settlement. The Court should find, purely for purposes of implementing the Settlement and in accordance with *Sosa v. Safeway Premium Finance Co.*, 73 So.3d 91 (Fla. 2011), such stipulation to be well-founded, reasonable, credible, and appropriate, and the Court should approve the stipulation. Said stipulation by the Parties 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.

7. Under applicable law, the Court will customarily hold an evidentiary hearing on the Parties' request for Final Approval of the Settlement, and notice of such hearing must be given to the Class. The Court should establish an appropriate date for the Fairness Hearing, which the Parties can then include in their Notice to the Class. As provided in the Settlement Agreement, the Fairness Hearing should occur approximately ninety (90) days after the Court's Preliminary Approval Order, a period of time which is entirely reasonable, appropriate, and consistent with due process requirements.

8. At the Fairness Hearing, the Court should 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.

9. The Parties propose to file their Motion for Final Approval of Settlement and for Dismissal with Prejudice no later than thirty (30) days prior to the Fairness Hearing. Class Counsel shall file any request the Counter-Plaintiffs may have for approval of Class Representative incentive awards, and for approval of an award of attorneys' fees and costs, concurrently with or prior to the Motion for Final Approval of Settlement and for Dismissal with Prejudice.

10. The Court should approve the Notice as agreed upon in the Settlement Agreement. The Notice is reasonably calculated to apprise the Class Members of the pendency of the action and of the existence and terms of the proposed settlement. 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. The Court, considering all factors and circumstances, should find that distribution of the Notice in the manner set forth in the Settlement Agreement constitutes the best notice practicable, and should approve the Notice for issuance to the Class members.

11. 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, including the duty to archive and

organize Class member responses, and to independently report to this Court. Purely for purposes of implementing the Settlement, the Court should find such stipulation to be well-founded, reasonable, credible, and appropriate, and the Court should approve the stipulation.

12. The Settlement Agreement includes substantial opportunity for Class Members to exclude themselves from the Class if they believe it appropriate to do so. For purposes of implementing the Settlement, the Court should find that the Parties' agreed-upon opt-out program establishes clear instructions and guidelines for compliance, and is otherwise well-founded, reasonable, credible, and appropriate. The Court should approve that portion of the Parties' Settlement Agreement.

13. The Parties have agreed upon a Claim Form with which Members may take advantage of the benefits afforded by the Settlement Agreement, and have agreed upon procedures for receiving and tabulating such Claims Forms, including procedures for challenging Claim Forms which the Defendant may deem inaccurate or inappropriate. For purposes of implementing the Settlement, the Court should find the Parties' agreed-upon Claim Form establishes clear instructions and guidelines for compliance, and should find that the Parties' agreed-upon procedures for analyzing and processing the Claim Forms are fair, reasonable and proper. For purposes of implementing the Settlement, the Court should find that the Claims process created in the Settlement Agreement is well-founded, reasonable, credible, and appropriate, and the Court should approve it.

14. The Settlement Agreement includes substantial opportunity for Class Members to object to the Settlement if they believe it appropriate to do so. For purposes of implementing the Settlement, the Court should find the Parties' agreed-upon objection



procedures establish clear instructions and guidelines for compliance, and are otherwise well-founded, reasonable, credible, and appropriate. The Court should approve that portion of the Parties' Settlement Agreement.

15. For purposes of case management, judicial efficiency, fairness to the Parties in their preparation, and fairness to those who might wish to be heard at the Fairness Hearing, the Court should require, as contemplated in the Settlement Agreement, that 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 and serve a notice of appearance. Class Members who wish to appear at the Fairness Hearing should be notified that they 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 the Court's Preliminary Approval Order and the Settlement Agreement. The Court should further advise those persons or entities who or which submit valid requests for exclusion from the Class that they may not appear at the Fairness Hearing.

16. The Settlement Agreement includes termination provisions to allow for unlikely circumstances which might unfold. The Court should order that if the Settlement Agreement shall become ineffective through termination, the Settlement Agreement 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.

17. For purposes of implementing and enforcing the Settlement, the Court should retain jurisdiction to consider all further matters arising out of or connected with the Settlement.

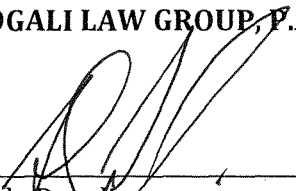
18. A [Proposed] Order by which the Court can duly and properly preliminarily approve the Settlement, thus allowing implementation of the Settlement to go forward subject to Final Approval, is attached to this motion.

WHEREFORE, the Parties respectfully ask this Court to preliminarily approve their Settlement Agreement by entering a Preliminary Approval Order substantially in the form of the [Proposed] Order attached to this motion.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 14<sup>th</sup> day of May, 2014, via mandatory electronic service pursuant to Fla. R. Jud. Admin. 2.516 to: **D. Kent Safriet, Esq.**, (kents@hgslaw.com; shelly@hgslaw.com; dianes@hgslaw.com); and **Patrice Boyes, Esq.**, Patrice Boyes, P.A., 414, S.W. 140<sup>th</sup> Terrace, Suite 100, Newberry, Florida, 32669 (pboyes@boyeslaw.com; dmahn@boyeslaw.com).

**DOGALI LAW GROUP, P.A.**



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*Co-Counsel for Zachary T. Arnold and  
Michelle Arnold*

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WOODLANDS OF GAINESVILLE, LLC, a  
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Plaintiff,

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ZACHARY T. ARNOLD and MICHELLE  
ARNOLD,

Counter-Plaintiffs,

v.

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

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**SETTLEMENT AGREEMENT**

Subject to the approval of the Court and pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, this Settlement Agreement is entered into between and among (a) Woodlands of Gainesville, LLC; (b) Zachary T. Arnold; and (c) Michelle Arnold.

**I. RECITALS**

WHEREAS, on July 21, 2011, Plaintiff filed a complaint against the Arnolds for breach of lease and enforcement of a guaranty;

WHEREAS, on November 2, 2011, Defendants Zachary Arnold and Michelle Arnold asserted counter-claims alleging violations of the Florida Residential Landlord Tenant Act (Chapter 86, Florida Statutes), the Florida Deceptive and Unfair Trade Practices Act, the Consumer Collection Practices Act, and other claims;

WHEREAS, the Parties vigorously litigated the action for two and one-half years prior to reaching an agreement which is memorialized here;



WHEREAS, over the course of the litigation the pleadings were amended and refined, culminating in operative pleadings which include a Second Amended Complaint filed March 9, 2012 and a Third Amended Class Action Counterclaim filed November 29, 2012;

WHEREAS, contested issues of both law and fact exist concerning the allegations and claims of both the Plaintiff and Counter-Plaintiffs in the Action;

WHEREAS, each Party denies the allegations made in the Action, and denies all assertions with respect to any and all claims, counterclaims and defenses alleged in the Action;

WHEREAS, the Parties have conducted an extensive investigation into the facts and law, exchanged documents, and engaged in settlement negotiations relating to the Action;

WHEREAS, the Parties and their counsel have fully analyzed and evaluated the merits of each Party's contentions and the terms of this Agreement and, after taking into account the foregoing along with the risks of litigation, and the likelihood that the Action, if not settled now, will be protracted and expensive, they are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that a settlement is in the best interests of the Parties and the Class; and

WHEREAS, while the Parties vigorously and expressly deny liability, they nevertheless desire to settle the Action finally on the terms and conditions set forth in this Agreement, for the purposes of avoiding the burden, expense, and uncertainty of litigation, and putting to rest the controversies engendered by the Action and the issues within the scope of the releases set forth below.

NOW THEREFORE, in consideration of the covenants and agreements set forth below, it is agreed that the Action shall be settled, subject to judicial approval, as provided and prescribed below.

## **II. DEFINITIONS**

As used in this Agreement and its exhibits, the following terms have the following meanings unless otherwise expressly provided in any paragraph of this Agreement or its exhibits:

1. "Action" means the action styled *Woodlands of Gainesville, LLC, Plaintiff/Counter-Defendant v. Zachary T. Arnold and Michelle Arnold, Defendant/Counter-Plaintiff*, Case No. 01-2012-CA-407 pending in the Circuit Court for the Eighth Judicial Circuit, in and for Alachua County, Florida.

2. "Agreement" means this Settlement Agreement and its accompanying exhibits, including any subsequent amendments to which the Parties agree.

3. "Authorized Claimant" means a Class Member: (a) who is not a Successful Opt Out; (b) whose Claim is based on a Valid Claim Form; and (c) as to whom a dispute does not remain outstanding regarding its Claim Form. An Authorized Claimant is entitled to a Settlement Benefit.

4. "Benefit Amount" means a cash total, for all Authorized Claimants, of no more than Three Hundred Thirty Four Thousand Eight Hundred Dollars (\$334,680.00). The Benefit Amount does not include any sum allocable to Class Counsel's attorneys' fees and costs.

5. "Claim" means the attempt by a Class Member to obtain payment of a Settlement Benefit.

6. "Claim Form" means the form required to submit a claim for payment of a Settlement Benefit, substantially in the form attached as Attachment 2 to Exhibit A.

7. "Class" means, those Class members who, collectively, form the Tenant Class and the Guarantor Class for purposes of the Settlement only. Excluded from the Class are Successful Opt Outs, the Judge and her family members, the attorneys in this action and their family members, officers and directors of the Plaintiff and their family members, and persons expressly excluded from membership of the Guarantor Class and the Tenant Class, as defined below.

8. "Class Counsel" means the law firm of Dogali Law Group, P.A. and its affiliated counsel.

9. "Class Mailing List" means the list of Class Member addresses, to be derived from the Tenant and Guarantor Mailing List, as supplemented by the reasonable efforts of Class Counsel.

10. "Class Member" means a member of a Class.

11. "Class Notice" means a document to be mailed to Class Members, notifying them of the proposed Settlement and Fairness Hearing, substantially in the form of Attachment 1 to Exhibit A.

12. "Counter-Plaintiffs" means Zachary T. Arnold and Michelle Arnold, in their individual capacities and as representatives of the Class.

13. "Court" means the County Court for the Eighth Judicial Circuit in and for Alachua County, Florida, the headquarters of which is located at 201 East University Avenue, Gainesville FL 32601.

14. "Defense Counsel" means the law firm of Hopping, Green and Sams, P.A.

15. "Disputed Claim" means a Claim as to which:
- a. A Valid Claim Form is submitted; and
  - b. Woodlands challenges as to membership in the Class or entitlement to the Settlement Benefit, and
  - c. Class Counsel disputes Woodlands' challenge and contends gives rise to entitlement to the Settlement Benefit.

16. "Effective Date" means the date on which all the following conditions of settlement shall have occurred:

- a. Final Approval of the Settlement by the Court, following notice to the Class and a hearing, as prescribed by Rule 1.220 of the Florida Rules of Civil Procedure; and
- b. The Final Order to be entered by the Court becomes Final and neither the Arnolds nor Woodlands have elected to terminate the Settlement; and
- c. If circumstances give rise to the right to terminate this Agreement, the expiration of the time for the Parties to exercise their termination rights without the termination rights being exercised.

17. "Fairness Hearing" means the hearing to be held by the Court to determine, along with other matters the Court may deem appropriate, whether to grant final approval of the Settlement, as contemplated by the Preliminary Approval Order.

18. "Final," with respect to any Court order, including but not limited to the Final Order, means the latest to occur of the following:

- a. The date thirty (30) days after entry of the order, provided that the time to seek review, alteration or appeal of the Court's order has expired without any review, alteration, amendment or appeal having been sought or taken; or
- b. If an appeal, petition, motion or other application for review, alteration or amendment is timely filed, sought or taken, the date on which such appeal, petition, motion or other application shall have been finally determined in a manner which affirms the Court's original order in its entirety, and the date on which the time, if any, for seeking further review has expired.
- c. Any proceeding or order, or any appeal or petition for a writ of certiorari or other form of review, pertaining solely to an application for attorneys' fees or expenses, shall not in any way delay or preclude the Final Order from becoming Final.

19. "Final Order" means the order of the Court finally approving the Settlement and dismissing the Action with prejudice, to be issued following the Fairness Hearing.

20. "Guarantor Class" means 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.

21. "Notice Date" means the deadline for mailing the Class Notice, as set by the Court in the Preliminary Approval Order.

22. "Notice and Administration Expenses" means costs incurred in giving notice to the Class and administering the Settlement, including but not limited to costs associated with preparing, printing and mailing the Class Notice and Claim Forms to Class Members; and costs associated with maintaining and staffing a Class Settlement website and a toll-free telephone number for the purpose of communicating with Class Members and receiving Objections and Notices of Exclusion. All Notice and Administration Expenses does not include Class Counsel's attorneys' fees and costs.

23. "Notice Response Period" shall be established by the Court in the Preliminary Approval Order and shall be disclosed in the Class Notice, and shall be the time within which a Class Member must either: 1) submit a Claim Form; 2) submit an Objection to the Settlement; or 3) submit a request for exclusion from the Settlement. Said proposed time period from the Parties shall be forty-five (45) days from the date of mailing the Class Notice and Claim Form to each Class Member as set forth in Section III.4.iii.

24. "Parties" means Plaintiff Woodlands of Gainesville, LLC, Defendant Zachary T. Arnold, and Defendant Michelle Arnold, collectively.

25. "Preliminary Approval Order" means the order of the Court preliminarily approving the Settlement, substantially in the form of Exhibit A.

26. "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 who is a Class Member; (c) the representatives, predecessors, successors and assigns of the Parties or any Class Member; and (d); any party released in section III.13. of this Agreement.



27. "Settled Claims" means all claims, counter-claims, demands, disputes, defenses, matters, actions and causes of action of any kind, that in any way concern, relate to, are based upon, or arise out of any lease or guaranty to which a Class Member and Woodlands are parties, 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 Action or in any other action, or could in the future be alleged, whether known or unknown, accrued or unaccrued, matured or unmatured, whether asserted directly, derivatively, indirectly or otherwise, and whether based on state law, federal law, foreign law, or common law.

28. "Settlement" means the settlement contemplated by this Agreement.

29. "Settlement Benefit" means the monetary relief and/or the release to be paid or issued to each Authorized Claimant who submits a Valid Claim Form.

30. "Successful Opt Out" means any Class Member who timely and validly submits a request to exclude himself or herself from the Class, pursuant to paragraphs 4.b. below.

31. "Tenant and Guarantor Mailing List" means the list to be compiled by Woodlands from its records, of the last known mailing addresses of all members of the Tenant Class and all members of the Guarantor Class.

32. "Tenant Class" means any 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.

33. "Valid Claim Form" means a Claim Form that is completed as instructed on such form, postmarked by the deadline set forth on such form, and which otherwise satisfies the procedural requirements of this Agreement and any Order entered by the Court.

34. "Woodlands" means Woodlands of Gainesville, LLC.

### **III. TERMS AND CONDITIONS**

1. Recitals Adopted. The Parties agree that the above Recitals are true and correct.

2. Settlement Consideration. In full settlement of the matters within the scope of the Releases provided in this Agreement, and subject to this Agreement, Woodlands agrees to:

a. Make the Benefit Amount available to the Class; and

b. Entry of an order enjoining Woodlands:

i. To no longer present for execution to any potential tenant, or enforce against a prior tenant whose term(s) has/have expired, any form of lease containing a provision prohibited by Chapter 86, Florida Statutes which duty shall be deemed satisfied so long as Woodlands has complied with paragraph 2.b.ii. below and obtained the opinion of counsel that Woodlands's lease complies with Chapter 86, Florida Statutes; and

ii. To engage counsel to review, on an annual basis for each of the next 5 years, the form of lease being used at its apartment complex, for compliance with the Florida Residential Landlord Tenant Act; and

iii. For any member of the Tenant Class or the Guarantor Class who responds to the Class Notice by indicating that he or she suffered an adverse credit rating or score as a result of any reporting, collection effort, action or litigation initiated by Woodlands, Woodlands shall take corrective action required by the Fair Credit Reporting Act; and

c. Pay such attorneys' fees and costs of Class Counsel as may be awarded by the Court, subject to paragraphs III.7 and III.14.

3. Preliminary Approval. As soon as practicable after execution of this Agreement, the Parties, through their Counsel, shall submit the fully executed Agreement together with its exhibits to the Court and shall apply for entry of the Preliminary Approval Order. All Parties shall consent to entry of the Preliminary Approval Order.

4. Settlement Procedures

a. Notice to the Class

i. Ten (10) days after entry of the Preliminary Approval Order, Defense Counsel shall assemble the Tenant and Guarantor Mailing List and provide it to Class Counsel.

ii. Upon receipt of the Tenant and Guarantor Mailing List, Class Counsel shall supplement the list with any contact information developed during its own investigation, and with any information otherwise reasonably available to Class Counsel.

iii. Twenty (20) days after expiration of the time period for Class Counsel's receipt of the Tenant and Guarantor Mailing List, Class Counsel shall mail the Class Notice and Claim Form to each Class Member, pursuant to the Class Mailing List. All Notices and Claim Forms shall be mailed on the same date.

b. Exclusion from the Class

i. Each Class Member may request exclusion from the Class (i.e., "opt out") and not to be bound by this Agreement, if, within the Notice Response Period, the Class Member mails an individual, written, signed notice of intention to exclude himself or herself from the Class, consistent with the terms set forth in the Class Notice. No later than five (5) days after the expiration of the Notice Response Period, Class Counsel shall give to Defense Counsel copies of all exclusion requests received by Class Counsel. For any communication from any Class Member which appears to request exclusion, the Parties shall initially endeavor to agree as to whether the communication constitutes a Successful Opt Out. In the event the Parties do not agree as to whether a Class Member is a Successful Opt Out, the Court will decide the dispute after notice and hearing. Any Class Member who does not qualify as a Successful Opt Out shall be bound by this Agreement, the Settlement, the Final Order, and the Releases prescribed in this Agreement.

ii. If a Class Member is a Successful Opt Out, that Class Member shall be excluded from the Class and from the Settlement, shall not receive any benefits of the Settlement, and will not be bound by the terms of this Agreement or the Final Order.

c. Objections to the Settlement

i. Any Class Member who wishes to object to the proposed Settlement must mail a written objection ("Objection") to Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, and must contemporaneously file the Objection with the Court. Each Objection must reflect a reasoned consideration of the information set forth in the Class Notice, and must be submitted by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely Objection in complete accordance with the terms set forth in the Class Notice shall be treated as having not filed a valid Objection to the Settlement.

ii. 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 must serve the notice of appearance upon Class Counsel and Defense Counsel. 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 in accordance with the terms set forth in the Class Notice. No Class Member shall be permitted to raise matters at the Fairness Hearing that the Class Member could or reasonably should have raised in an Objection, but failed to do so, and all other objections to the Settlement are deemed waived if not set forth in a written objection filed in accordance with the terms set forth in the Class Notice. Any Class Member who fails to comply with the requirements set forth in the

Class Notice shall not be permitted to appear at the Fairness Hearing, *pro se* or through counsel.

iii. Any Objections and notices of appearances not filed with the Court by any deadlines set by the Court shall be barred.

d. No Simultaneous or Alternative Exclusion and Objection

Any person who gives notice of his or her intent to be excluded from the Class shall not simultaneously or thereafter be permitted to object to the Settlement. Any person who submits an Objection to the settlement shall not be permitted simultaneously or thereafter to give notice of an intent to be excluded from the Class.

e. Participation in the Settlement

i. Any Class Member who wishes to receive any Settlement Benefit must return a signed Claim Form, completed in accordance with the instructions contained in the Class Notice and the Claim Form. Each Claim Form must be mailed to Class Counsel and must be postmarked within the Notice Response Period, or shall be barred. Class Counsel agrees to keep all envelopes containing a Claim Form so that Woodlands can verify the timeliness of each Claim Form if it so desires.

ii. Except as otherwise ordered by the Court, any Class Member who fails to timely return a properly completed Claim Form consistent with this Agreement and the Class Notice shall be barred from receiving a Settlement Benefit, but shall nevertheless be bound by and subject to this Agreement, the Final Order, and all proceedings, rulings and orders in the Action, including without limitation the Release of the Settled Claims and the Dismissal of the Action.

5. Final Approval.

a. The Parties presently contemplate, in addition to this Agreement and its exhibits, the preparation of:

i. Joint Motion for Conditional Certification of Classes, for Preliminary Approval of Class Action Settlement, and for Order Directing Notice, to be filed as soon as practicable after execution of this Agreement;

ii. Unopposed Motion for Approval and Award of Incentive Payments, and Class Counsel Attorneys' Fees and Costs, to be filed no later than thirty (30) days prior to the Fairness Hearing;

iii. Joint Motion for Certification of Classes, for Final Approval of Class Action Settlement and Dismissal with Prejudice, to be filed no later than thirty (30) days prior to the Fairness Hearing.

For each of the above documents, Class Counsel shall bear the burden of creating the initial draft for review by Woodlands and Defense Counsel, whereupon the parties shall cooperate in revising and finalizing such draft. The Parties will further cooperate in the drafting and preparation of any other ancillary documents to support approval and implementation of this Agreement.

b. The Parties will request of the Court that a final Fairness Hearing be held on the Motion for Final Approval no earlier than thirty (30) days after expiration of the Notice Response Period. No later than thirty (30) days prior to the Fairness Hearing, the Parties, through their Counsel, shall move the Court for entry of a Final Order Approving Class Action Settlement which: 1) finally approves the Settlement as fair, reasonable, and adequate; 2) formally and finally certifies the Class for settlement purposes only; 3) finds that all constitutional, statutory, and procedural requirements for this Agreement have been met and satisfied; 4) enters the Final Order as provided in the Agreement; and 5) orders dismissal on the merits and with prejudice the Action, with all parties to bear their own costs to the extent not otherwise provided for in this Agreement.

6. Class Plaintiffs Incentive and Service Awards. Zachary T. Arnold and Michelle Arnold shall make application for incentive and service awards, not to exceed \$10,000.00 for each of them, in lieu of submitting their Claim Forms. Upon Court approval, a payment not to exceed \$10,000.00 each shall be payable to Zachary T. Arnold and Michelle Arnold, respectively. If approved by the Court, this incentive and service award shall be paid in addition to the Benefit Amount. However, neither Zachary T. Arnold nor Michelle Arnold shall be entitled to an additional settlement payment under paragraph 9 of this Agreement. Entitlement to or payment of a service award shall in no way increase Woodlands' maximum liability under this Agreement.

7. Class Counsel Attorneys' Fees and Costs. Class Counsel shall make application for an award of attorneys' fees and litigation expenses in connection with the Action, encompassing all attorneys' fees and costs incurred by any attorney or law firm for the benefit of Zachary T. Arnold and Michelle Arnold and the Classes. Class Counsel agrees not to seek, and disclaims any right to collect, any amount of attorneys' fees and costs in excess of the total sum of \$380,000.00, and Woodlands' maximum liability under the Settlement for attorneys' fees and costs shall be limited to \$380,000.00. Woodlands agrees not to oppose Class Counsel's motion for attorneys' fees and costs to the extent such motion seeks \$380,000.00, and reserves the right to oppose an award of any amount in excess of this sum.

8. Post-Approval Administration. Notice and administration expenses shall be paid by Class Counsel, and shall be contained within any amount otherwise requested by or awarded to Class Counsel. Settlement administrative and implementation duties of Class Counsel shall include:

a. Printing and mailing the Class Notice and Claim Forms, handling returned mail, and forwarding returned mail to any forwarding address(es) provided by the U.S. Postal Service;

- b. Establishing a website for dissemination of information to Class Members, including the Class Notice and Claim Form;
- c. Establishing a toll-free telephone number for Class Members to use to request a Class Notice and/or Claim Form;
- d. Reporting to the Court as appropriate about the Class Notice mailing program;
- e. Receiving and handling requests for exclusion from the Class and creating the Final Opt Out List;
- f. Processing received Claim Forms, as follows:
  - i. Promptly upon receipt, analyze each Claim Form to determine whether it is a Valid Claim Form;
  - ii. Promptly provide to Defense Counsel any Claim Form that Class Counsel determines does not constitute a Valid Claim Form, along with an explanation of the basis for such determination;
  - iii. Within ten (10) days of expiration of the Notice Response Period, provide to Defense Counsel in readable format, such as in a Microsoft Excel spreadsheet, a tabulation of the submitted Claim Forms along with copies of each Claim Form and the respective envelope for each Claim Form bearing the postmark date the Claim Form was sent to Class Counsel;
- g. Receiving from Woodlands, maintaining in escrow, and accounting for, the Benefit Amount;
- h. Issuing and mailing checks to Class Members for monetary relief provided under this Agreement;
- i. Refunding the balance of the Benefit Amount to Woodlands after payment of all monetary relief provided under this Agreement; and
- j. Such other duties as Class Counsel and Defense Counsel may agree, or as may be ordered by the Court.

In the absence of a challenge to a Claim as provided in this Agreement, Class Counsel shall have no obligation to review any Claim on its merits, for truth, accuracy or entitlement to participate in the Settlement Benefit.

9. Settlement Benefit. Any Authorized Claimant will be entitled to participate in the Settlement Benefit as follows:

a. Tenants and Guarantors of Fully Performed and Naturally Expired Leases

For any member of the Tenant Class who provides a Claim Form showing that he or she fully performed his or her obligation under the lease(s) upon its natural expiration and for whom no assertion of continuing duty or debt of any kind exists or is or was claimed by Woodlands, such as for unpaid rent, unpaid charges or fees, post-move-out charges, or anything else, such tenant shall be entitled to:

- i. Payment of \$120.00 from the Benefit Amount; and
- ii. Refund of any security deposit balance still held by Woodlands for the account of such tenant, unless such tenant remains an occupant of the apartment complex.

Each member of the Tenant Class which is determined to be entitled to a payment of \$120.00 from the Benefit Amount shall only be entitled to one payment of \$120.00 no matter how many leases said member of the Tenant Class executed with Woodlands. For any member of the Guarantor Class who guaranteed the obligation of a member of the Tenant Class who is compensated under this paragraph, such compensation to the member of the Tenant Class shall constitute full satisfaction of any claims which might have been asserted by a member of the Guarantor Class.

b. Tenants Against Whom Unsatisfied Claims are Asserted

For any member of the Tenant Class who provides a Claim Form showing that he or she is subject to any surviving or continuing claim by Woodlands or for any member of the Tenant Class that Woodlands shows is subject to any surviving or continuing claim by Woodlands, such as for unpaid rent, unrefunded deposits, post-move-out charges or anything else, Woodlands shall release such tenant from the amount claimed except any amounts incurred on or after July 25, 2013. The tenant shall not be entitled to monetary relief, and Woodlands shall be entitled to payment of \$120.00 from the Benefit Amount for each such member of the Tenant Class.

c. Guarantor Class

i. For any member of the Guarantor Class who guaranteed the obligation of a member of the Tenant Class who receives monetary relief as described above, such compensation to the member of the Tenant Class shall constitute full satisfaction of any claims which are or might have been asserted by a member of the Guarantor Class.

ii. For any member of the Guarantor Class who guaranteed the obligation of a member of the Tenant Class who does not receive monetary relief as described above, and who submits a Claim Form showing that the tenant is incompetent or deceased, the member of the Guarantor Class shall be entitled to receive the same relief to which the tenant would otherwise be entitled.

d. Residual Cash Proceeds

To the extent the Benefit Amount is not consumed by distributions to Class Members as monetary relief provided in this Agreement, such undisbursed funds will be refunded to Woodlands.

10. Challenges to Claims. Within twenty (20) days of receipt of the tabulation of the submitted Claim Forms along with copies of each Claim Form and the respective envelope for each Claim Form bearing the postmark date the Claim Form was sent to Class Counsel as required under paragraph 8(f)(iii), Woodlands may challenge a Claim by written notice to Class Counsel. Absent a challenge by Woodlands within such time, a Claim shall be entitled to relief as provided in this Agreement. Woodlands may challenge any Claim on one or more of the following grounds:

- a. The claimant is not a member of the Class;
- b. Woodlands' records show that a material assertion made by a Class Member in a Claim Form is inaccurate;
- c. Class Counsel has improperly determined the Claim to have been submitted on a Valid Claim Form or in a timely manner; or
- d. The Claim is fraudulent.

Woodlands shall initially present any challenge to Class Counsel, in writing. The presentation of any challenge to Class Counsel shall include, at least, an explanation of why one or more of the above grounds applies to the Claim, along with copies of any supportive documents or records. Class Counsel shall review the challenge and make its own determination as to the Claim within ten (10) days of receipt. Class Counsel shall be authorized to communicate with the claimant about the challenge, and, so long as the claimant is a Class Member, such communications will be and shall remain privileged. Any Class Member shall be obligated to cooperate with the Parties in their investigation of any Claim or challenge to a Claim.

If Class Counsel agrees that Woodlands has established a meritorious challenge, the Claim shall be disallowed and the claimant shall not be permitted to participate in the Settlement Benefit. If Class Counsel does not agree that Woodlands has established a meritorious challenge, the Claim shall be a Disputed Claim. The Parties shall negotiate in good faith to resolve any challenge and any Disputed Claim and shall conclude such negotiations within a reasonable time. Any Disputed Claim that is not resolved through such efforts shall



be submitted to the Court. The submission of contested challenges shall occur within a reasonable time after negotiations reach an impasse.

The Court's determination as to the Disputed Claim shall be final as to the Parties and the claimant, and shall not be subject to any further challenge, review or appeal. The validity and amount of the Claim shall be adjusted or approved in accordance with the determination.

Fees incurred by Class Counsel during the challenge resolution process shall not be considered a settlement administration cost, and shall not increase Woodlands' maximum liability for attorneys' fees or costs, as provided in this Agreement.

11. Immunity for Good Faith Administrative Settlement Activities

No person or entity shall have any claim against any Party to this Agreement, or against Class Counsel or Defense Counsel, and the Parties and their Counsel shall not have any liability or obligation for errors or omissions in settlement administration, including but not limited to creation of any Mailing List, creation of the Opt Out List, creation of the Authorized Claimant List, mailing and processing of Class Notices or Claim Forms, issuance of checks, distribution, determination, Claim handling, Claim adjustment, Claim challenge, or Claim rejection, or based upon any other activity performed substantially in accordance with this Agreement or further Order of the Court.

12. Payment of the Benefit Amount

a. Within five (5) days of the Effective Date, Woodlands shall deliver to Class Counsel cash in amount equal to the sum of: 1) the Benefit Amount; 2) the amount approved by the Court for incentive awards to the named Plaintiffs; and 3) the amount approved by the Court for attorneys' fees and costs of Class Counsel. Woodlands shall not be required to make any payment under this Settlement until after the Effective Date.

b. Class Counsel shall hold the Benefit Amount in escrow in a separate and specific account designated solely for the Benefit Amount, for disbursement of monetary relief as provided in this Agreement. Additional amounts tendered by Woodlands in satisfaction of incentive payments or attorneys' fees and costs awarded by the Court may be disbursed by Class Counsel upon receipt.

c. No later than twenty (20) days after delivery of funds to Class Counsel, Class Counsel shall prepare a final list of all Authorized Claimants and shall provide such list to Woodlands. The Authorized Claimant list will identify:

i. All Class Members to whom payment of monetary relief is due as provided in this Agreement; and

ii. All Class Members who are entitled to a release of surviving or continuing claims in lieu of monetary payment as provided in this Agreement; and

iii. All persons who have submitted a Disputed Claim which remains unresolved.

d. Woodlands shall, no later than ten (10) days from receipt of the Authorized Claimant List, advise Class Counsel of any concerns regarding the Authorized Claimant List. Such concerns shall be limited to matters of administration or accounting. The Parties shall reconcile such administrative or accounting concerns within ten (10) days of Class Counsel's receipt of Woodlands' list of concerns.

e. Promptly upon the Parties' reconciliation of the Authorized Claimant List, Class Counsel shall commence to issue disbursements of the Benefit Amount, as follows:

i. For any Disputed Claim which remains unresolved, the sum of \$120.00 shall remain in escrow and shall not be disbursed until the Disputed Claim is resolved.

ii. Each Authorized Claimant identified as a proper recipient of monetary relief shall be distributed the amount of such relief in the form of a check payable to the Authorized Claimant. Said checks shall all bear the same issuance date and shall be mailed on the same date as the issuance date of the check.

f. Simultaneous with Class Counsel's commencement of disbursements of monetary relief to Authorized Claimants identified as due such relief, the release of surviving or continuing claims which shall be due to identified Authorized Claimants in lieu of monetary relief shall become immediately effective.

g. Any portion of the Benefit Amount remaining after disbursements to Authorized Claimants shall be released from escrow and returned to Woodlands.

h. Any checks issued in connection with the Settlement shall be good for ninety (90) days. Checks issued that are not negotiated within ninety (90) days will be void and will not be re-issued. All money associated with checks issued pursuant to this paragraph that are unclaimed by Class Members, including returned checks and checks not negotiated, shall be retained by Woodlands. Within ten (10) days after expiration of the ninety (90) day period during which the checks can be negotiated, Class Counsel shall (1) wire to Woodlands, per Woodlands's wiring instructions, all funds remaining from the Benefit Amount (any fee for said wire may be deducted from the remaining funds to be wired); (2) close the escrow account into which the Benefit Amount was held; and (3) provide bank statements to Woodlands for the escrow account showing the account's activity from the date the Benefit Amount was deposited into the escrow account through the date of closing the account.

i. The Parties acknowledge and agree that Woodlands would not have entered into this Agreement, and would not have provided the Settlement Benefit to the Class, if (among other terms) it were not entitled to retain the portion of the Benefit Amount that remains unclaimed or unpaid because a Class Member does not file a Claim Form or for any other reason. In order to give effect to the Parties' intention, no person, entity, or governmental body shall have any right to or in the Benefit Amount or any portion of the Benefit Amount, whether claimed or unclaimed, or in any amounts of un-negotiated checks, or in any sums which might have been paid to Class Members had more Class Members submitted Valid Claim Forms.

13. Releases

a. Woodlands' Release of Individual Defendants

Upon the Effective Date, and in consideration of the promises and covenants set forth in this Agreement, Woodlands, on its own behalf and on behalf of its past, present, and future parents, subsidiaries, successors, related companies, affiliates, owners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, divisions, insurers or reinsurers, advisors, consultants, representatives, partners, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, or agents (alleged or actual), and the representatives, predecessors, successors and assigns of any of them (collectively, the "Releasing Parties"), shall be deemed to have, and by operation of the Final Order shall have, finally, fully, and forever released, settled and discharged all matters which were raised or could have been raised in the Action, and any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, including any and all claims for attorney's fees and costs, that the Releasing Parties may have, or may ever have had, against Zachary T. Arnold and/or Michelle Arnold, individually and/or collectively, by reason of any matter, cause, happening, or thing occurring up to the date of this Agreement, whether known or unknown. The Parties stipulate and agree that Dovetail Management, LLC, Dovetail Resources, LLC, Dovetail Development, LLC, and Dovetail Builders, Inc. are affiliates of Woodlands for purposes of this Release, and are parties to, and beneficiaries of, this Release. This Release shall be included within the Final Order, and all claims of the Parties by and against one another shall be barred by the principles of res judicata, collateral estoppel, and issue preclusion.

b. Individual Defendants' Release of Woodlands

Upon the Effective Date, and in consideration of the promises and covenants set forth in this Agreement, Zachary T. Arnold, Individually, and Michelle Arnold, Individually, each on their own behalf and each on behalf of their past, present, and future successors, affiliates, joint venturers, independent contractors, insurers or reinsurers, advisors, consultants, representatives, partners, vendors, employees, attorneys, or agents (alleged or actual), and the representatives, predecessors, successors and assigns of any of them (collectively, the "Releasing Parties"), shall be deemed to have, and by operation of the Final Order shall have, finally, fully, and forever released, settled and discharged all matters which were raised or could have been raised in the Action, and any and all claims,

demands, damages, actions, causes of action or suits of any kind or nature whatsoever, including any and all claims for attorneys' fees and costs, that the Releasing Parties may have, or may ever have had, against Woodlands, individually and/or collectively, by reason of any matter, cause, happening, or thing occurring up to the date of this Agreement, whether known or unknown. The Parties stipulate and agree that Dovetail Management, LLC, Dovetail Resources, LLC, Dovetail Development, LLC, and Dovetail Builders, Inc. are affiliates of Woodlands for purposes of this Release, and are parties to, and beneficiaries of, this Release. This Release shall be included within the Final Order, and all claims of the Parties by and against one another shall be barred by the principles of res judicata, collateral estoppel, and issue preclusion.

c. Woodlands' Release of Class Members

Upon the Effective Date, and in consideration of the promises and covenants set forth in this Agreement, Woodlands, on its own behalf and on behalf of its past, present, and future parents, subsidiaries, successors, related companies, affiliates, owners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, divisions, insurers or reinsurers, advisors, consultants, representatives, partners, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, or agents (alleged or actual), and the representatives, predecessors, successors and assigns of any of them (collectively, the "Releasing Parties"), shall be deemed to have, and by operation of the Final Order shall have, finally, fully, and forever released, settled and discharged all matters which were raised or could have been raised in the Action, and any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, including any and all claims for attorneys' fees and costs, that the Releasing Parties may have, or may ever have had, against any and each and every Class Member, individually and/or collectively, by reason of any matter, cause, happening, or thing occurring up to the date of this Agreement, whether known or unknown. The Parties stipulate and agree that Dovetail Management, LLC, Dovetail Resources, LLC, Dovetail Development, LLC, and Dovetail Builders, Inc. are affiliates of Woodlands for purposes of this Release, and are parties to, and beneficiaries of, this Release. Excepted from this Release is (1) Woodlands' entitlement to a credit equal to \$120.00 for each release of a surviving or continuing claim as provided in this Agreement pursuant to paragraph 9(b); and (2) any claim for amounts owed to Woodlands under a lease beginning July 25, 2013 or later. The Parties further stipulate and agree that this Release shall be included within the Final Order, and all claims of the Parties by and against one another shall be barred by the principles of res judicata, collateral estoppel, and issue preclusion.

d. Classes' and Class Members' Release of Woodlands

Upon the Effective Date, and in consideration of the promises and covenants set forth in this Agreement, Zachary T. Arnold, as Representative of the members of the Tenant Class, and Michelle Arnold, as Representative of the members of the Guarantor Class, and each on behalf of each Class Member's past, present, and future successors, affiliates, joint venturers, independent contractors, insurers or reinsurers, advisors, consultants, representatives, partners, vendors, employees, attorneys, or agents (alleged or actual), and the

representatives, predecessors, successors and assigns of any of them (collectively, the "Releasing Parties"), shall be deemed to have, and by operation of the Final Order shall have, finally, fully, and forever released, settled and discharged all matters which were raised or could have been raised in the Action, and any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, including any and all claims for attorneys' fees and costs, that the Releasing Parties may have, or may ever have had, against Woodlands, individually and/or collectively, by reason of any matter, cause, happening, or thing occurring up to the date of this Agreement, whether known or unknown. The parties stipulate and agree that Dovetail Management, LLC, Dovetail Resources, LLC, Dovetail Development, LLC, and Dovetail Builders, Inc. are affiliates of Woodlands for purposes of this Release, and are parties to, and beneficiaries of, this Release. This Release shall be included within the Final Order, and all claims of the Parties by and against one another shall be barred by the principles of res judicata, collateral estoppel, and issue preclusion.

14. Termination and Avoidance

a. Woodlands on the one hand, and Counter-Plaintiffs on the other, shall each have the right to terminate the Settlement, and thereby this Agreement, by providing written notice of their election to do so to the other Parties within thirty (30) days of:

i. The Court declining to enter the Preliminary Approval Order or the Final Order in any material respect which the terminating party in good faith believes operates adversely to its interest;

ii. The Court declining to approve the Settlement as set forth in this Agreement in any material respect which the terminating party in good faith believes operates adversely to its interest;

iii. The date upon which the Final Order is modified, reversed or superseded by the Court or any other Court in any material respect which the terminating party in good faith believes operates adversely to its interest.

Notwithstanding anything to the contrary in this provision, neither party shall have the right to terminate the Settlement and this Agreement once funds have started to be distributed from the Benefit Amount.

b. For purposes of this paragraph, the Parties agree that each of the following would constitute a material change to the Settlement or Final Order:

i. Any requirement that Woodlands pay settlement benefits to Class Members in excess of \$334,800.00;

ii. Any requirement that Woodlands pay attorneys' fees and costs in excess of the total amount of \$380,000.00;

iii. Any narrowing or limitation of any Party's Release of any other Party;

iv. Any nullification or relaxation of the requirement that a Class Member may participate in the Settlement Benefit only if the Class Member submits a Valid Claim Form;

v. Any finding that Woodlands is not entitled to retain the remainder of the Benefit Amount not paid to Class Members;

vi. Any complete denial, or reduction by 50% or more, of the \$10,000.00 Incentive Award to be requested for each named Counter-Plaintiff;

vii. Any complete denial, or reduction by 50% or more, of the \$380,000.00 in attorneys' fees and costs to be sought by Class Counsel.

c. Except as provided above, the Agreement may not be terminated after entry of the Final Order.

d. The Agreement shall also be terminable, at the sole option of Woodlands, in the event that the number of Class Members who timely and validly request exclusion from the Class exceeds the Termination Threshold established in paragraph 18 of the confidential and privileged Agreement between the parties dated December 11, 2012 (the "Supplemental Agreement"). The Supplemental Agreement shall not be filed with the Court unless and until a dispute among the Parties to the Supplemental Agreement concerning its interpretation or application arises, or the Court so requires, in which case those Parties shall use their best efforts to submit the Supplement Agreement purely for *in camera* review by the Court or to file it with the Court under seal. Woodlands shall exercise its right to terminate the Agreement under this paragraph consistent with the terms set forth in the Supplemental Agreement.

e. If this Agreement is terminated pursuant to its terms:

i. The Settlement shall be without force and effect;

ii. The Parties shall revert to their respective positions as of December 11, 2013 and no claims, rights or defenses of any of the Parties that existed prior to executing this Agreement shall be diminished or prejudiced in any way;

iii. Class Counsel shall return to Woodlands the Benefit Amount;

iv. Class Counsel shall return to Woodlands any amounts received from Woodlands for attorneys' fees and costs; and

v. Counter-Plaintiffs shall return to Woodlands any amounts received from Woodlands for incentive awards. In the event Counter-Plaintiffs attempt to

terminate this Agreement and are unable to immediately return all amounts received from Woodlands for incentive awards, said attempted termination shall be null and void.

vi. Class Counsel shall return to Woodlands any and all information received from Woodlands pursuant to this Agreement, including, but not limited to, all copies (electronic or otherwise) of the Tenant and Guarantor Mailing List. Furthermore, Class Counsel shall delete and not retain copies of any such information received from Woodlands, and Class Counsel shall delete any and all documents created by Class Counsel with the information provided by Woodlands such as, but not limited to, Class Notices and Claim Forms, addresses, contact information, tenant and guarantor names, address lists, etc.

#### 15. Representations and Warranties

a. Counter-Plaintiffs and Class Counsel represent and warrant that the term Class Counsel as defined and used in this Agreement includes all persons or entities having any interest in any award of attorneys' fees, expenses, or costs in connection with the Action. Plaintiffs and Class Counsel warrant, and agree, that any motions and/or applications that they file requesting an award of attorneys' fees, expenses and costs shall include within their scope all attorneys, law firms, and other persons or entities with a financial interest in such award, or otherwise Class Counsel shall pay such persons or entities the amounts, if any, determined to be owing to them.

b. The Parties, Class Counsel and Defense Counsel each represent and warrant that they are fully authorized to enter into this Agreement and to carry out the obligations provided for in this Agreement. Each person executing this Agreement on behalf of a Party covenants, warrants and represents that he, she, or it is and has been fully authorized to do so by such Party. Each Party further represents and warrants that he, she or it intends to be bound fully by the terms of this Agreement.

c. Plaintiffs represent and warrant that they have not assigned, conveyed, transferred, pledged, sold or otherwise granted or given any Settled Claims, or any interest in any Settled Claims, to any other person or entity.

d. The Parties acknowledge and represent each to the other that they have been represented and advised by independent legal counsel throughout the negotiations that have culminated in this Agreement, and that they have voluntarily executed the Agreement with and on the advice of counsel. The Parties further acknowledge and represent each to the other that they have negotiated and reviewed fully the terms of this Agreement and its exhibits.

#### 16. Miscellaneous Provisions

a. No Admissions of Liability. This Agreement is for settlement purposes only. Neither the fact of, any provision contained in, nor any action taken under this

Agreement shall be construed as an admission of the validity of any Claim or any factual allegation that was or could have been made in the Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party. This Agreement shall not be offered or be admissible in evidence against any Party or cited or referred to in any other action or proceeding, except:

i. An action brought by or against one or more Parties to enforce or otherwise implement the terms of this Agreement or the Final Order;

ii. An action involving any Party or Class Member to support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense;

iii. An action involving an attempt to enforce any order of the Court or otherwise to stay or limit other litigation inconsistent with the terms set forth in this Agreement or the Final Order.

b. **Governing Law; Forum Selection.** This Agreement is intended to and shall be governed as a contract executed under the laws of the state of Florida. Any dispute relating to this Agreement or Claims submitted pursuant to this Agreement shall be brought exclusively in a court of the Eighth Judicial Circuit, in and for Alachua County, Florida. Each of the Parties and each Class Member submits to the jurisdiction of that Court for purposes of this Settlement, agrees that venue is appropriate in that Court, agrees not to contest subject matter jurisdiction, personal jurisdiction or venue, or agrees not to assert that such forum is inconvenient.

c. **Complete Agreement; No Parol.** The terms and conditions set forth in this Agreement, its exhibits, and in the Supplemental Agreement constitute the complete and exclusive agreement between the Parties, and may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.

d. **Modification.** Any modification of the Agreement must be in writing and signed by counsel for all Parties. If the Agreement or any part of it has already been considered and ruled upon by the Court, Court approval of any modification shall also be required.

e. **Construction and Interpretation.** This Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against its drafter shall not apply to this Agreement. Except where expressly indicated to the contrary, the plural of any defined term includes the singular of the term and vice-versa. All references to days shall be interpreted to mean calendar days. When a deadline or date falls on a weekend or on a legal holiday as defined in the Court's rules, such deadline or date shall be the next day that is not a weekend or legal holiday. A term defined in this Agreement shall



have the same meaning where the term appears in any exhibit to this Agreement, unless defined otherwise in such exhibit.

f. No implicit waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.


g. Execution in counterparts. This Agreement may be executed in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. Signature by electronic means (facsimile or in .pdf format) shall be deemed an original signature for purposes of this Agreement.

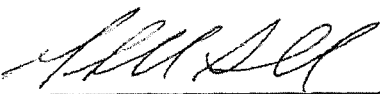
h. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to interpretation, effectuation, enforcement, administration, and implementation of this Agreement.

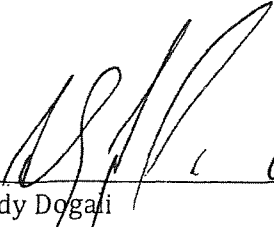
i. Mediation of Disputes. Except as otherwise provided for in this Agreement, if disputes arise regarding the finalization of the Settlement that the Parties are unable to resolve themselves, the Parties agree to submit to mediation of such dispute, with expenses of the mediator to be divided equally between Counter-Plaintiffs and Woodlands.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on this 31 day of May, 2014.

AD

  
\_\_\_\_\_  
Zachary T. Arnold, Individually and  
as Class Representative

  
\_\_\_\_\_  
Michelle Arnold, Individually and  
as Class Representative

 05/13/14

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Woodlands of Gainesville, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
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Woodlands of Gainesville, LLC

By:  \_\_\_\_\_

Its: MEMBER \_\_\_\_\_



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**EXHIBIT SCHEDULE**

Exhibit A – Preliminary Approval Order

Exhibit A, Attachment 1 – Class Notice

Exhibit A, Attachment 2 – Claim Form

**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.**

\_\_\_\_\_/

**[PROPOSED] 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 [REDACTED], 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 Certification. The Court finds that the requirements of Rule 1.220 of the Florida Rules of Civil Procedure have been duly 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 Class. 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. 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. 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. Said stipulation by the Parties 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. Said stipulation by the



Parties 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. Said stipulation by the Parties 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 \_\_\_\_\_ at \_\_\_\_\_ a.m./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.

11. 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.

12. 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.

13. 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 \_\_\_\_ day of \_\_\_\_\_, 2014.

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Honorable Denise R. Ferrero  
County Judge, Specially Presiding by  
Appointment

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.

\_\_\_\_\_/

**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, Woodlands will also make available Three Hundred Thirty Four Thousand Six Hundred Eighty Dollars (\$334,680.00) (the "Benefit Amount") for the benefit of the Class Members. In addition to the Benefit Amount, Woodlands will further provide an amount not to exceed \$10,000.00 to each named Plaintiff, as representatives of the class. The Benefit Amount may be reduced by any amount ordered by the Court. However, any awards for attorneys' fees and costs will be paid by Woodlands, separate from the Benefit Amount.

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.

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 [REDACTED], 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. Kenney 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 [REDACTED], 2014, and mailed to Class Counsel and Defense Counsel postmarked on or before [REDACTED], 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 [REDACTED], 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 [REDACTED] at [REDACTED] 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 [www.dogalilaw.com/woodlands-of-gainesville-class-action.html](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](mailto:info@dogalilaw.com) OR (813) 289-0700.

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

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.

\_\_\_\_\_/

**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.

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**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 \_\_\_\_\_, 2014, TO TAKE PART IN THIS SETTLEMENT:**

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