

**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, and in addition to the injunctive relief, Woodlands will make available \$334,680.00 (the "Benefit Amount") for the benefit of the Class Members. The Benefit Amount may be reduced by any amount ordered by the Court.

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

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

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

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

#### FINAL JUDGMENT AND RELEASE OF ALL CLAIMS

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

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

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

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

#### TO EXCLUDE YOURSELF FROM THE CLASS

If you do not want a payment from this Settlement, or if you would prefer to sue the Released Parties on your own concerning the Settled Claims, you must take steps to exclude yourself. If you wish to be excluded, you must complete and send a written request for exclusion, containing your name, mailing address, daytime telephone number, and e-mail address (if available) for the person requesting exclusion, and clearly state that you wish to be excluded from the Class. To be valid, requests for exclusion must be postmarked on or before September 11, 2014, and sent first-class mail to Class Counsel and Defense Counsel, at the addresses indicated below:

Class Counsel:

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

Defense Counsel:

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

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

#### TO OBJECT TO THE SETTLEMENT

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

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

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

To be considered, any objection must be filed with the Court on or before September 11, 2014 and mailed to Class Counsel and Defense Counsel postmarked on or before September 11, 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 September 11, 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 October 28, 2014 at 1:30 p.m. before the Honorable Denise R. Ferrero, at Alachua County Courthouse, 201 East University Avenue, Gainesville FL 32601. The parties to the lawsuit will ask the Court at that time to determine whether: (a) the settlement documented in the Settlement Agreement is fair, just, reasonable and adequate and should be finally approved; (b) the Class should be certified for settlement purposes; (c) to enter judgment as provided in the Settlement Agreement; (d) to approve the Class Representatives' application for a service award; and (e) to approve Class Counsel's application for an award of attorneys' fees and costs. If approved by the Court, any service awards and any awards for attorneys' fees and costs will be paid by Woodlands, separate from the Benefit Amount.

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

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

**ADDITIONAL INFORMATION**

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

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

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

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