

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA**

**KINGS RIDGE COMMUNITY
ASSOCIATION, INC., SEYMOUR
HOLZMAN, MAYNARD L. TIRRELL,
ROY B. GORDON, WILLIAM CAMPBELL,
ROBERT A. FOWLER, DONALD L. POLK,
HOWARD W. RANDALL, DONALD W.
SANTEE and MARQUETTE L. FLOYD,**

Plaintiffs,

vs.

CASE NO. 05-CA-2718

**LENNAR LAND PARTNERS, LENNAR
HOMES, INC., LENNAR LAND PARTNERS
SUB, INC., LNR LAND PARTNERS SUB
INC., KINGS RIDGE L.L.C.,
E. BING HACKER, MORTGAGE ADVISORS,
INC., J. FRANK SURFACE, JR., JOHN
DOE DEFENDANTS and UNKNOWN
CO-CONSPIRATORS,**

Defendants.

**JOINT MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

Plaintiffs, Seymour Holzman, Maynard L. Tirrell, Roy B. Gordon, William Campbell, Robert A. Fowler, Donald L. Polk, Howard W. Randall, Donald W. Santee And Marquette L. Floyd, on behalf of themselves and the class they have been appointed to represent (the “Class Members”), and Kings Ridge Community Association, Inc., (collectively, “Plaintiffs”), and Defendants, Lennar Homes, Inc., Kings Ridge, LLC, E. Bing Hacker, Mortgage Advisors, Inc., and J. Frank Surface (collectively, “Defendants”), all through their respective, undersigned counsel, hereby jointly move the Court, pursuant to Fla. R. Civ. P. 1.220(e), to enter an order

preliminarily approving the Class Action Settlement Agreement, the Notice, and setting a Final Fairness Hearing. More particularly, the parties seek an order:

1. Granting preliminary approval of the attached Settlement Agreement executed by the parties on June 3, 2008, a copy of which is attached hereto as Exhibit A.

2. Approving the form of Notice to be provided to the Class Members, a copy of which is attached hereto as Exhibit B, and the method by which said Notice is to be provided to the Class Members, including finding said Notice and method to be fair, adequate, and reasonable and consistent with due process. As to methodology: within ten working days of the date of an Order preliminarily approving the Settlement Agreement, Class Counsel will send the Notice by mail to all Class Members (i.e., all persons who at any time from the date of the Class Certification Order (February 13, 2007) through the date of mailing of the Notice have been Club Members), excluding those who previously opted out of the Class. As to the substance of the Notice, as shown in Exhibit B, Class Members will be specifically told, among other things, that:

a. Any Class Member shall receive a copy of the Settlement Agreement from Class Counsel upon request.

b. The Settlement Agreement sets forth in detail the terms and conditions of the parties' settlement, but that, by way of brief overview, it provides that:

i. All rights, title, and interest to the Club Facilities and real property upon which the Club Facilities are located, Facility Fee contract rights, and Operating Fee contract rights (collectively "Club Property") are to be conveyed from Kings Ridge LLC ("KRL") to Kings Ridge Community Association, Inc. ("Association") in exchange for and in consideration of \$12,500,000, and subject to the existing liens of record and the rights of Bank of

America. Such conveyance excludes the golf pro shops and/or any real estate pertaining thereto, which are not owned by KRL.

ii. The reserves of the Club Facilities, whose current approximate amount is \$250,000 and being held by KRL, will be transferred to the Association at closing.

iii. The Association will borrow the \$12,500,000 from KRL, plus an additional \$625,000 from KRL, the latter of which the Association intends to use to pay for litigation expenses and attorneys' fees to counsel for Plaintiffs, the reasonableness of which will be subject to court approval. The Association also will borrow from KRL one half of the closing costs required to conclude the sale and conveyance. KRL and the Association will be splitting equally those closing costs. The total loan will therefore be \$13,125,000 plus the amount of the Association's share of the closing costs. The details of the loan are set forth in the Settlement Agreement.

iv. KRL or its designee will continue to serve as the managers of the Club Facilities for a minimum of 18 months from the date of closing, without an increase in the management fee or certain other fees during that time, and with the operating budget, including the gross amount paid to onsite staff, subject to Association approval. KRL shall have the right to be the manager of the Club Facilities for an additional 24 months unless, by a vote of at least 75% of the Association's board of directors, they are removed as managers.

v. All parties shall maintain the confidentiality of all negotiations leading up to the execution of the Settlement Agreement. The terms and conditions of the Settlement Agreement and any subsequently executed documents may only be disclosed to club members and the Association board members and those required by law.

vi. All parties, including the Class Members, refrain from any disparaging or critical comments regarding or relating to the other parties.

vii. All parties are releasing all claims, causes of actions, demands, damages, and other customary release items relating to anything that was or could have been raised in the litigation, and with respect to any person or entity that was or could have been named in the litigation. The Notice explains the release to which the parties have agreed in more detail.

viii. A Class Member is bound by and agrees to all terms and conditions in the Settlement Agreement.

3. Setting a date and time for a Final Fairness Hearing to be held to determine the reasonableness, adequacy, and fairness of the proposed settlement and whether it should receive final approval from the Court.

4. Approving the procedures and requirements as set forth in the Notice with respect to providing any Class Member who objects to approval of this Settlement Agreement an opportunity to appear at the Final Fairness Hearing and show cause why all terms of the Settlement Agreement should not be approved as fair, reasonable and adequate and why a judgment should not be entered thereon, and the method by which any such objections or any petition to intervene shall be made failing which he or she shall be deemed to have waived and to be forever foreclosed from raising any objections to this settlement or asserting any claims released under the Settlement Agreement.

5. Issuing a stay of all proceedings in the above-styled case pending the Final Fairness Hearing.

6. A proposed order to the above effect is attached.

Respectfully submitted this ___ day of June, 2008.

Robert W. Anthony, Esquire
Florida Bar No. 346918
Phil A. D'Aniello, Esquire
Florida Bar No. 115525
Fassett, Anthony & Taylor, P.A.
1325 West Colonial Drive
Orlando, FL 32804

*Attorneys for all named Plaintiffs and
the Class*

Charles J. Cacciabeve
Florida Bar No. 329908
Charlotte L. Warren
Florida Bar No. 065803
Michael P. Sampson
Florida Bar No. 622559
CARLTON FIELDS, P.A.
CNL Center at City Commons
450 S. Orange Avenue, Suite 500
Orlando, Florida 32801-3336
Telephone: (407) 849-0300
Facsimile: (407) 648-9099

Robert L. Ciotti
Florida Bar No. 333141
D. Matthew Allen
Florida Bar No. 866326
Corporate Center Three at International Plaza
4221 W. Boy Scout Boulevard, Suite 1000
Post Office Box 3239
Tampa, Florida 33607-5736
Telephone: (813) 223-7000
Facsimile: (813) 229-4133

Attorneys for Defendants

Phillip S. Smith, Esquire
McLin & Burnsed, P.A.
P. O. Box 491357
Leesburg, FL 34749-1357

Don H. Lester, Esquire
Lester & Mitchell, P.A.
1035 LaSalle Street
Jacksonville, FL 32207

*Attorneys for Defendants Kings Ridge LLC,
Mortgage Advisors, Inc., and Frank Surface,
Jr.*