

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA
CIVIL DIVISION

SLADE R. CHELBIAN, individually and on
behalf of all similarly situated persons,

Plaintiff,

v.

Case No.: 2020-CA-002033

TAYLOR MORRISON HOME
CORPORATION; AV HOMES, INC.;
and AVATAR PROPERTIES INC.,

Defendants,

_____ /

STIPULATION REGARDING STREAMLINING CASE

Plaintiff, SLADE R. CHELBIAN (“Plaintiff”), by his undersigned attorneys,
and TAYLOR MORRISON HOME CORPORATION (“Taylor Morrison”), AV
HOMES, INC. (“AV Homes”), AND AVATAR PROPERTIES INC. (“Avatar”)
(collectively, “Defendants”), by their undersigned attorneys (collectively the
“**Parties**”), hereby stipulate and agree to the following (“the Stipulation”):

1. All claims against AV Homes are dismissed without prejudice. Avatar
and Taylor Morrison will remain as defendants.
2. Counts I, V, VI, and VII of the complaint are dismissed without
prejudice. Each party shall bear their own attorneys’ fees and costs as to such
dismissed claims.
3. On or before October 11, 2024, Plaintiff will file an amended
complaint that effectuates ¶¶ 1 and 2 of this Stipulation (namely, that eliminates

AV Homes as a defendant and that does not contain Counts I, V, VI, and VII of the existing complaint), and that realleges Counts II, III, and IV of the existing complaint, but that does not add new substantive allegations or claims.

4. On or before October 25, 2024, Avatar and Taylor Morrison will file an answer to the amended complaint. Avatar and Taylor Morrison will not raise in the answer to the amended complaint any defenses stricken, dismissed, or otherwise disposed of in *Norman Gundel v. Avatar Properties, Inc.*, Case No. 2017-CA-001446, Polk County, FL, as affirmed by the Sixth District Court of Appeal in *Avatar Properties, Inc. v. Gundel*, 372 So. 3d 715 (Fla. 6th DCA 2023), *review denied*, 2023 WL 7220822 (Fla. Nov. 2, 2023), unless they specifically assert that the defense is being presented as a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law as applied to the material facts, with a reasonable expectation of success.

5. Avatar and Taylor Morrison agree to a stipulated certification of a class against them for Counts II, III, and IV. The form of a stipulated class certification will be agreed to by the parties and submitted to the Court for consideration by October 18, 2024.

6. The September 10 corporate representative deposition of Defendants is cancelled. Such deposition shall be promptly rescheduled at a mutually

agreeable date during the merits phase of the lawsuit, which shall commence after class notice is issued and all exclusions to class membership are filed.

7. This Stipulation shall not be interpreted as an agreement regarding the merits of any of the undersigned parties' respective positions on the merits of the case, including but not limited to the relief Plaintiff and the Class seek in Counts II, III, and IV and each party's right to move for summary judgment.

8. This Stipulation shall be filed in the case and the parties will jointly ask that the Court enter an order approving the Stipulation.

9. The undersigned parties agree to work together in good faith to effectuate the intent of this Stipulation.

/s/ J. Daniel Clark
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