

ATTACHMENT A

CLAIMS PROCESSING PROTOCOL

I. INTRODUCTION

- A. The Harbour House South Class Settlement Agreement (“Agreement”) provides that the Claims Office shall review Class Members’ submissions and determine Class Members’ qualifications for benefits in accordance with this Claims Processing Protocol (“Protocol”).
- B. Generally speaking, this Protocol controls the determinations to be made by the Claims Office in accordance with the terms of the Agreement (on a “more likely than not” standard):
 - 1. whether personal property owned by Class Members was lost, stolen or damaged as a result of conditions existing at Harbour House South during the Class Period;
 - 2. whether damaged personal property is salvageable;
 - 3. the valuation of lost, stolen, damaged, or unsalvageable personal property;
 - 4. whether a Medical Condition Claim is covered under the Agreement as a Covered Medical Condition; and
 - 5. whether Class Members qualify for compensation benefits and, if they do qualify, the amount of compensation for which they qualify.

II. CLAIMS FOR CRITICAL PERIOD BENEFITS

A. Claim Form Preparation

- 1. *Generally.* Each Class Member seeking Critical Period Benefits must timely complete, sign, and submit to the Claims Office one of the following two Critical Period Benefits Claim Forms:
 - a. The Claim Form for Critical Period Option 1 Benefits (“Option 1 Form” or “Easy Form”), appended to the Agreement as Exhibit G-2, may be used by Class Members who elect not to file a claim for specific personal property or Medical Condition Claims; and
 - b. The Claim Form for Critical Period Option 2 Benefits (“Option 2 Form” or “Itemized Form”), also appended to the Agreement as Exhibit G-3, shall be used by all other Class Members who elect to file a claim for specific personal property and/or Medical Condition Claims.
- 2. *Registration.* Any Class Member who timely submits an Option 1 Form or Option 2 Form shall be deemed to have registered to

receive benefits pursuant to the Agreement. Submission of a defective or incomplete Option 1 Form or Option 2 Form shall be sufficient to register the Class Member for benefits, *provided* that the deficiencies are timely cured as provided below.

3. *Proof of Residency During Critical Period.* Claimants whose names appear on the list of Lease Signatories (Exhibit A to the Agreement) are presumed to qualify for Per-Person and Per-Unit Payments. Any other claimant seeking to qualify for Critical Period Benefits under the Agreement must submit documentary proof that the Class Member leased or resided for a continuous period of thirty (30) days in apartment(s) in Harbour House South, at least a portion of which was during the Critical Period. This proof may include one of the following:
 - a. lease agreement(s) executed by the Class Member;
 - b. utility bills (electric, telephone, cable, etc.) evidencing that the Class Member resided in Harbour House South during the Critical Period; or
 - c. a notarized copy of a letter signed by at least one qualifying Lease Signatory attesting to the dates during which the Guest(s) resided in the Harbour House South unit.
4. *Representatives.* To complete the submission of a valid claim under the Agreement, any person who submits a claim as a representative of a Class Member must supply the Claims Office with written proof that he or she has legal authority to act in a representative capacity for that Class Member.

B. Claims Processing

1. Within thirty (30) days of the date on which the Claims Office receives a claim from a Class Member, the Claims Office shall:
 - a. assign a claim number to the claim;
 - b. review the submitted claim together with supporting documentation, and determine whether the claim is complete or requires submission of additional information to make it complete;
 - c. compare the claim with the records of HHS to determine whether the claim may be subject to an HHS Credit, as defined in Paragraph V.B.2.b. of the Agreement; and
 - d. inform the Class Member, in writing: (i) of the claim number assigned to the Class Member's claim, (ii) of HHS's claim to an HHS Credit, and (iii) either confirm the acceptance of the claim, or, if the claim is not accepted, provide an

explanation of the deficiencies and the information, if any, that the Class Member must submit to the Claims Office, in order for the claim to be accepted for processing.

2. With respect to each claim submitted by a Class Member as part of the claims administration process, the Claims Office shall afford each Class Member at least two separate opportunities to cure any deficiencies.

C. Administration of Base Compensation, Optional, and Other Benefits

1. *Critical Period Per-Unit Payments.* Claimants whose names appear on the list of Lease Signatories (Exhibit A to the Agreement) are presumed to qualify to receive a Per-Unit Payment. A Lease Signatory not listed on Exhibit A must present a copy of the lease pursuant to which he or she occupies (or occupied) a unit at Harbour House South during the Critical Period.

2. *Competing Claims for Per-Unit Payments*

- a. If only one Class Member submits a claim evidencing a leasehold interest in a particular Harbour House South unit during the Class Period, there shall be a rebuttable presumption that such Class Member leased the identified apartment(s) and is entitled to a Per-Unit Payment for the lease period(s), subject to the HHS Credit, if any.
- b. If a competing claim of leasehold interest is presented, whereby two or more Class Members assert a leasehold interest in the same apartment for the same time period pursuant to separate (not joint) lease agreements, then the Claims Office shall resolve the conflict by comparing the competing claims with the records of HHS.

3. *Critical Period Per-Person Payments.* Claimants whose names appear on the list of Lease Signatories (Exhibit A to the Agreement) are presumed to qualify to receive a Per-Person Payment. Claimants not listed on Exhibit A must provide the Claims Office with documentary proof that the Class Member leased or resided in Harbour House South during the Critical Period. As set forth in the Option 2 Form, such documentation may include electric, telephone, cable, credit card, or other bills evidencing that the Class Member resided in the Harbour House South during the Critical Period; or a notarized copy of a letter signed by at least one qualifying Lease Signatory attesting to the dates during which the Claimant resided in the Harbour House South unit.

4. *Option 1 Benefits.* To qualify to receive an additional expedited payment of five hundred dollars (\$500) per person, all those members of a Claimant Group who file a claim must elect Option 1.
5. *Option 2 Benefits.* To receive Option 2 Benefits, Critical Period Claimants must complete and submit to the Claims Office the “Property Claim” and/or the “Medical Condition Claim” sections that are included on the Option 2 Form.
 - a. *Property Claim.* To complete submission of a property claim under Option 2, a Critical Period Claimant must provide the Claims Office with documentary proof of the claimant’s property damages (whether lost, stolen, damaged, or rendered unsalvageable) and/or with an opportunity to inspect same. As set forth on the Option 2 Form, such documentation includes but is not limited to:
 - (1) videotape or photographs;
 - (2) BMS Non-Salvageable Inventory;
 - (3) dry cleaning bills;
 - (4) repair bills;
 - (5) appraisals;
 - (6) police reports; and/or
 - (7) utility bills (showing increased usage).
 - b. *Medical Condition Expense Claim.*¹ To complete submission of a Medical Condition Claim for expenses under Option 2, Critical Period Claimants must provide the Claims Office with appropriate documentary support for the specific Covered Medical Condition(s) claimed. As set forth in the “Medical Condition Claim” section of the Option 2 Form, such documentation may include:
 - (1) medical records of health care professional(s) which relate to the treatment of the Class Member for a Covered Medical Condition;
 - (2) receipts for health care treatments showing a diagnosis of a Covered Medical Condition; and/or
 - (3) receipts for medications, generally accepted and used for the treatment of Covered Medical Conditions.
 - c. *Medical Condition Mediation Claim.* To submit a Medical Condition Claim to mediation, Critical Period Claimants must indicate their choice to do so on the Option 2 Form and provide the requested information. Class Counsel

¹ Claimants who denied HHS access to their units while occupying the unit, and thus prevented HHS from accomplishing remediation, shall be disqualified from making Medical Condition Claims for expenses incurred during this period. Any Medical Condition Claims made for expenses incurred during any such periods shall be denied.

and HHS counsel shall agree upon appropriate informal mediation procedures. The Claims Administrator shall oversee the mediation program, including, as necessary, the appointment of mediators as approved by Class Counsel and HHS counsel. In the event mediation is unsuccessful, the Claims Administrator shall issue a Notice of Impasse, which shall trigger the one-year period for the filing of any civil complaints, subject to the provisions of Paragraphs V.B.4 and V.B.5 of the Agreement.

6. *Remediation Reimbursement.* The Claims Office shall promptly process requests for remediation reimbursement as set forth in Section VI of the Agreement.

D. Preliminary Determination; Opportunity to Cure/Object

1. *Notice of Preliminary Determination.* Within sixty (60) days of receiving a completed claim satisfying (or failing to satisfy) all of the criteria for various Critical Period Benefits, the Claims Office shall approve (or disapprove) the claim and promptly notify the parties as follows:
 - a. the claimant, Class Counsel, HHS counsel, and the designated insurance carrier counsel shall be notified that a claim qualifies for payment and the amount of the payment to which the Class Member is entitled under the Agreement; and
 - b. the claimant and Class Counsel shall be promptly advised of any determination that a claim is not eligible for payment and the grounds therefor.
2. *Opportunity to Cure.* Within forty-five (45) days from the date of mailing of the Claims Office's preliminary disapproval of a claim, the Critical Period Claimant shall cure any deficiencies in his or her claim submission and/or provide written arguments objecting to and thereby appealing the Claims Office's preliminary determination.
 - a. Upon written request of the claimant, the Claims Administrator may, in his or her discretion, grant a one-time thirty (30) day extension of time in which a claimant must cure and/or further respond to the Claims Office's preliminary determination with additional information or materials supporting the Class Member's claim.
 - b. Critical Period Claimants may request the advice or assistance of Class Counsel with respect to their claim submission.

3. *HHS Opportunity to Object and Claimant's Response.*
 - a. Within thirty (30) days from the date of mailing of the Claims Office's preliminary approval of a claim, HHS shall notify the Claims Office, the claimant, and Class Counsel as to any objections to such approval and the specific grounds therefor.
 - b. Within thirty (30) days from the date of mailing of HHS's objection in the preceding paragraph, if any, the Critical Period Claimant shall provide his or her response to the Claims Office (who shall forward the information to HHS and Class Counsel).
4. *Claimant's Opportunity to Object to HHS Credit and HHS's Response.*
 - a. Within thirty (30) days from the mailing date of the Claims Office's preliminary approval of a claim which informs of an HHS Credit, the Claimant shall notify the Claims Office (who shall forward to HHS and Class Counsel) of any objections to the claimed HHS Credit, including supporting information / documentation;
 - b. Within thirty (30) days from the mailing date of a Claimant's Objection to the claimed HHS Credit, if any, HHS shall provide its response to the Claims Office and Class Counsel.
5. The Claims Office and the Claims Administrator may seek information from Class Counsel or HHS regarding any questions they may have as to Class Member claims.
6. Class Counsel and HHS shall be permitted to provide the Claims Office and the Claims Administrator with such information, documentation, and/or materials that they may have to assist in the claims evaluation.

E. Final Approval; Payment

1. The Claims Administrator shall not finally approve (or disapprove) a Critical Period Claimant's claim for payment until:
 - a. thirty (30) days after the time to cure and/or appeal has expired; and
 - b. the Claims Office has received the Critical Period Claimant's executed Release of Claims Against HHS.
2. The Claims Administrator's determination of any objection or appeal shall be final and non-appealable.

3. Once a claimant's claim for Critical Period Benefits is finally approved for payment, the Claims Office shall pay the claim within thirty (30) days.

III. CLAIMS FOR PRE-CRITICAL PERIOD BENEFITS

A. Generally

1. *Registration.* Any Class Member who timely submits a "Pre-Critical Period Claim Form," which is appended to the Agreement as Exhibit G-1, shall be deemed to have registered to receive benefits pursuant to the Agreement. Submission of a defective or incomplete Pre-Critical Period Claim Form shall be sufficient to register the Class Member for benefits, *provided* that the deficiencies are timely cured.
2. *Proof of Pre-Critical Period Residency.* Claimants whose names appear on the list of Lease Signatories (Exhibit A to the Agreement) are presumed to qualify for Pre-Critical Period Benefits. Any other claimant seeking to qualify for Pre-Critical Period Benefits under the Agreement must submit documentary proof that the Class Member leased or resided for a continuous period of at least thirty (30) days in apartment(s) in Harbour House South during the period from November 1, 2000 through June 3, 2002 ("Pre-Critical Period"). This proof may include the following:
 - a. lease agreement(s) executed by the Class Member;
 - b. utility bills (electric, telephone, cable, etc.) evidencing that the Class Member resided in Harbour House South during the Pre-Critical Period; or
 - c. a notarized copy of a letter signed by at least one qualifying Lease Signatory attesting to the dates during which the Guest(s) resided in the Harbour House South unit.
3. *Proof of Property Damage.* To receive Pre-Critical Period Benefits, Class Members must provide the Claims Office with supporting documentation of unresolved moisture infiltration damage or mold damage in their apartment prior to the Critical Period. As set forth in the "Pre-Critical Period Claim Form," which is appended to the Agreement as Exhibit G-1, such documentation may include:
 - a. contemporaneous complaints to HHS management; or
 - b. photographic evidence; and/or
 - c. a sworn detailed factual statement.

4. *Representatives.* To complete the submission of a valid claim under the Agreement, any person who submits a claim as a representative of a Class Member must supply the Claims Office with written proof that he or she has legal authority to act in a representative capacity for that Class Member.
5. *Preliminary Determination.* Within sixty (60) days of receiving a completed Pre-Critical Period Claim Form satisfying (or failing to satisfy) all of the criteria for Pre-Critical Period Benefits, the Claims Office shall approve (or disapprove) the claim if it appears (or does not appear) more likely than not that the claimant suffered unresolved mold or moisture damage in the unit prior to the Critical Period.
6. *Opportunity to Appeal.* Within sixty (60) days from the mailing date of the Claims Office's preliminary determination, the Pre-Critical Period Claimant may appeal such preliminary determination to the Claims Administrator. Pre-Critical Period Claimants may request the advice or assistance of Class Counsel in this regard.
7. *Final Determination.* The Claims Administrator's determination of any such appeal shall be final and non-appealable.

B. Final Approval; Payment

1. The Claims Administrator shall not finally approve (or disapprove) a Pre-Critical Period Claimant's claim for payment until:
 - a. thirty (30) days after the time to cure and/or appeal has expired; and
 - b. the Claims Office has received the Pre-Critical Period Claimant's executed Release of Claims Against HHS.
2. The Claims Administrator's determination of any objection or appeal shall be final and non-appealable.
3. Once a claimant's claim for Pre-Critical Period Benefits is finally approved for payment, the Claims Office shall pay the claim within thirty (30) days.