



**CONTENTS OF THIS  
HARBOUR HOUSE SOUTH CLASS SETTLEMENT  
COURT NOTICE**

	<u>Page</u>
I. THE LITIGATION .....	1
II. ABOUT CLASS ACTIONS.....	2
III. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES .....	2-3
IV. SUMMARY OF PROPOSED SETTLEMENT .....	3
V. MONETARY TERMS.....	3-4
VI. REMEDIATION OF HHS UNITS.....	5
VII. RELEASE OF CLAIMS.....	5
VIII. ADMINISTRATIVE/NOTICE COSTS/ ATTORNEYS' FEES AND EXPENSES .....	5-6
IX. CLAIMS ADMINISTRATION.....	6
X. HHS'S WITHDRAWAL OPTION.....	7
XI. OPT-OUT RIGHTS OF CLASS MEMBERS.....	7
XII. IF YOU OPT OUT.....	7
XIII. IF YOU REMAIN IN THE CLASS.....	7-8
XIV. FAIRNESS HEARING .....	8
XV. REPRESENTATION.....	8
XVI. ADDITIONAL INFORMATION .....	8-9

## I. THE LITIGATION

**1. The "Harbour House South" Class Action.** On August 27, 2002, the case, *Rachel J. Henriques, et al. v. Archstone-Smith Operating Trust, et al.*, No. 02-21697 CA 06 (the "Case" or "Action"), was filed in the 11th Judicial Circuit, Miami-Dade County, Florida (the "Court"). Rachel J. Henriques, *et al.* (the "Plaintiffs") brought the case on behalf of themselves and all other similarly situated residents of Harbour House South, a 452-unit residential apartment building at 10275 Collins Avenue, Bal Harbour, Florida. The Case asserts various claims for property damage and personal injury claims, including those that allegedly arose from or related to certain conditions in or renovations of Harbour House South between November 1, 2000 and January 9, 2003 (the "Class Period"). The Defendants in the case are Archstone-Smith Operating Trust, Smith Property Holdings Harbour House L.L.C., and Smith Property Holdings Harbour House South L.L.C. (collectively, "HHS"). Together with Defendants' respective affiliates, assigns, agents, officers, directors, employees, and insurers, they are also referred to here as the "Released Parties." This Court Notice concerns a proposed settlement of the claims asserted in the Case against HHS.

**2. Background: The Renovation Project and HVAC Shutdown.** During the Class Period, but before this Case was filed, HHS hired professional independent contractors to undertake a multimillion-dollar renovation project that included an upgrade of the mechanical systems in the common areas and apartments in Harbour House South.

During the course of the renovation, on or about June 4, 2002, the central air handling units were shut down and removed ("HVAC Shutdown"), and Harbour House South was subjected to partial demolition, reconstruction, elevated humidity levels, moisture intrusion, and/or resulting mold. Residents complained not only about these conditions but about

inconvenience, disruption, and alleged damage to their apartment, personal property, and personal health. On August 27, 2002, Plaintiffs filed this Case, alleging various property damage and personal injury claims arising from or relating to certain conditions allegedly caused by, or relating to or exacerbated by, the HVAC Shutdown and HHS's maintenance of Harbour House South.

HHS took steps to address and resolve residents' complaints and concerns by, among other actions, hiring nationally recognized professionals to address and/or remediate moisture-related problems in Harbour House South. Meanwhile, the Case proceeded, and an Amended Class Representation Complaint was filed in the Action on December 16, 2002 ("Complaint").

**3. Current Status of This Case.** On January 6, 2003, this Court certified the Action as a litigation class action and appointed Joy Spillis Lundeen, Esq., and Ana Barnett, Esq., of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as "Class Counsel."

On January 9, 2003, the Court entered an Agreed Order Granting Temporary Injunction and Equitable Relief, requiring HHS, among other things, to provide notice to current and incoming residents of the conditions in Harbour House South, the remediation efforts, and the litigation; to complete remediation of units at Harbour House South; and to provide to all residents appropriate alternative housing and meal arrangements and/or reimbursements.

HHS and Plaintiffs and other residents dispute numerous issues relating to the Action, including but not limited to whether the case should proceed as a class action instead of as individual lawsuits. For these and other reasons, HHS has appealed the Court's January 6, 2003 class certification order to the Third District Court of Appeal, Case No. 3D03-403.

SETTLEMENT BENEFITS ARE  
DESCRIBED  
IN PARAGRAPHS 14 - 18

HHS has acknowledged that it hired independent contractors to undertake the renovation and that the HVAC Shutdown caused numerous concerns at Harbour House South for HHS and its residents. However, HHS has denied and continues to deny the claims in Plaintiffs' Complaint and has denied any wrongdoing or liability of any kind to any residents.

Plaintiffs and the Settlement Class, by and through Class Counsel, and HHS engaged in extensive, vigorous, arm's-length negotiations extending for approximately six months regarding the settlement of this matter.

On August 26, 2003 (the "Effective Date"), Class Counsel and HHS executed and filed the "Harbour House South Class Settlement Agreement" with Exhibits (referred to in this Court Notice as the "Settlement" or the "Agreement" or the "Settlement Agreement"), the terms of which are described below.

#### **4. Class Claims - Claims Against HHS.**

Essentially, if it is approved, the Agreement would resolve any and all claims, concerns, or issues regarding moisture infiltration damage or mold damage allegedly existing during the Class Period, including, without limitation, any and all claims of personal, corporal, material, economic, property, and/or bodily injury or damage, arising out of or relating to any inconvenience, dislocation, delay, humidity, moisture intrusion, mold, and/or other condition caused or allegedly caused by, or relating to or exacerbated by, the HVAC Shutdown and/or the maintenance of Harbour House South during the Class Period that Class Members may have against HHS ("Claims Against HHS").

**5. Court Rulings.** The Court has made no ruling as to the merits of Plaintiffs' claims or HHS's denials or defenses. Sending this Court Notice is not an expression by the Court of any opinion as to the likelihood of recovery by Plaintiffs or as to the merits of any defense asserted by HHS. Rather, the purpose of this Court Notice is to inform you that a settlement has been proposed, and preliminarily approved by the Court, and to inform you of your rights

with respect to and under the proposed settlement.

## **II. ABOUT CLASS ACTIONS**

**6. Nature of Class Actions.** Class actions are lawsuits in which the claims and rights of many people are decided in a single court case brought by representative plaintiffs (the class representatives). This avoids the need for hundreds of people to file similar individual cases, enables the court system to resolve the claims more efficiently and economically, and seeks to assure that people with similar claims are treated similarly. In a class action, the court has a responsibility to assure that prosecution and resolution of the class claims by the class representatives and class counsel is fair. Class members are *not* individually responsible for the costs or fees of class counsel, which are subject to court award. **In this case, all such costs and fees would be paid separately by HHS and would not reduce the amount of benefit payments to qualifying Class Members.**

## **III. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

**7. Class Certification.** On August 29, 2003, this Action was conditionally certified by this Court as a class action for settlement purposes on behalf of all persons and entities who may have Claims Against HHS, as defined in Paragraph 4 above.

(a) Except as provided in (b) below, the Settlement Class consists of all persons or entities (i) who alone or jointly signed a lease with HHS entitling them to occupy and who did occupy a residential unit in Harbour House South between November 1, 2000 and January 9, 2003 ("Lease Signatories"), whose names are listed on Exhibit A to the Agreement, or (ii) who resided for a continuous period of at least thirty (30) days with one or more Lease Signatories in a residential unit in Harbour House South between November 1, 2000 and January 9, 2003 ("Guests"). (A copy of the Lease Signatories list shall be maintained by the Claims Office.) Together, Lease Signatories and Guests are "Residents." All Residents who

resided under the same lease in a particular apartment unit in Harbour House South are a "Claimant Group."

#### IV. SUMMARY OF PROPOSED SETTLEMENT

(b) Not included in the Settlement Class is any person:

(1) who prior to the Effective Date executed a complete release of any and all Claims Against HHS;

(2) who is, or during the Class Period was, an employee, officer, director, contractor, or agent of HHS; or

(3) who elects to exclude himself or herself from ("opt out" of) the Settlement Class by return of a completed Exclusion Form, received or postmarked no later than November 7, 2003, and any other Lease Signatory or Guest who is part of the same Claimant Group as the person who is opting out.

(c) If you are covered by the above class membership definition, you will be a Class Member.

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#### 10. The Settlement Agreement.

The complete Settlement Agreement is even more lengthy and complex than this Court Notice, and is available for public inspection in the Office of the Clerk of the Court, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, 73

West Flagler Street, Miami, Florida, 33130 during normal business hours. Copies can be obtained from the Office of the Clerk of the Court by payment of the appropriate copying expense or can be printed from <http://www.harbourhouseclassaction.com>. This Court Notice summarizes the provisions of the Settlement Agreement in sufficient detail so that most people should not need to obtain a copy of the Settlement Agreement itself.

#### 11. Overview of Benefits.

The Settlement compensation program has been designed so that qualifying Class Members will receive direct cash payments and any incomplete remediation can be completed. The cash payments are not subject to any reduction for administrative or class notice costs, fees and expenses of Class Counsel, or any other costs. Settlement benefits should begin to be paid within a matter of months after a judgment approving the Settlement becomes final. The benefits that are available to qualifying Class Members under this program are described in Paragraphs 14 - 18 below. Paragraphs 20 - 21 describe HHS's separate obligations to fund the administrative and other costs of the settlement and to pay court-awarded fees and expenses for Class Counsel.

#### 12. Recommendation of Class Counsel.

After analyzing the facts and law applicable to the claims of Plaintiffs and the Settlement Class, and taking into account the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving claims of the Settlement Class under this Agreement, Class Counsel have concluded that the proposed Agreement

**8. Representative Plaintiffs.** Rachel J. Henriques, Tom Walsh, and Leonard J. Goodman have been designated as the Representative Plaintiffs for the Settlement Class. For serving in this capacity, if the Agreement is finally approved, each will be paid \$2,500 (two thousand five hundred dollars) in addition to any benefits for which he or she may qualify under the Agreement.

**9. Class Counsel.** Joy Spillis Lundeen, Esq., and Ana Barnett, Esq., of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., have been designated as Class Counsel. The Court has reserved the power to designate other attorneys as additional or replacement Class Counsel if the need arises.

is fair, reasonable, adequate, and in the best interests of the Settlement Class and recommend that the Court approve it.

qualifying Class Member in a Claimant Group; and

**13. HHS's Position.** Notwithstanding its strong views that a litigation class in this Case would not be viable, and/or that it has ample defenses to claims asserted in the Complaint, HHS has also concluded that the proposed Agreement is desirable to reduce the time, risk, and expense of multiple claims and lawsuits, and to resolve finally and completely all Claims Against HHS allegedly caused by, or relating to or exacerbated by, the renovation or HVAC Shutdown. Although agreeing to the proposed settlement, HHS denies any wrongdoing or any legal liability of any kind.

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(2) a single **"Per-Unit Payment,"** to be paid singly or jointly in the case of joint tenants, to all qualifying Class Members who are also Lease Signatories in a Claimant Group, that equals sixty-five percent (65%) of the Lease Signatories' monthly base

lease obligations during the Critical Period, excluding months during which Lease Signatories physically occupied their unit but withheld rent from HHS; *provided*, however, that for any month(s) during the Critical Period in which the Lease Signatories physically occupied their unit but withheld rent payment(s) from HHS, HHS shall receive a credit towards the amount of the otherwise payable Per-Unit Payment in an amount equal to thirty five percent (35%) of the Lease Signatories' monthly lease obligation for such months.

## V. MONETARY TERMS

**14. Two Benefit Categories.** Generally, each qualifying Class Member who executes a Release of Claims Against HHS shall receive cash benefits. The Settlement creates two categories of cash benefits. Generally speaking, "Critical Period Benefits" shall be paid to qualifying Class Members who resided at Harbour House South during the Critical Period from June 4, 2002 through January 9, 2003. "Pre-Critical Period Benefits" shall be paid to qualifying Class Members who resided at Harbour House South **before** the Critical Period. The claims procedures summarized below are explained in more detail in the Claims Processing Protocol, Attachment A hereto.

**15. Critical Period Benefits.** Critical Period Benefits will consist of (i) Base Compensation Benefits, plus (ii) *either* Option 1 Benefits (the "Easy" payment option) *or* Option 2 Benefits (the "Itemized" payment option).

(a) **Base Compensation Benefits.** Base Compensation Benefits will consist of:

(1) a **"Per- Person Payment"** of three thousand dollars (\$3,000 ) to each

This credit does not apply to periods during which Lease Signatories withheld rent and (i) vacated their unit due to scheduled remediation or (ii) vacated their unit after having provided HHS with written notice about alleged mold conditions. In no event, however, shall the Lease Signatories in a Claimant Group qualifying for Critical Period Benefits receive a total Per-Unit Payment of an amount less than sixty-five percent (65%) of their one-month lease obligation.

By way of illustration, a husband and wife who jointly leased and occupied a unit and fully paid rent at \$1,000 per month for six months during the Critical Period would be entitled to individual payments of \$3,000 each and a joint payment in the amount of \$3,900 (\$1,000 x 6 months x 0.65), for a total compensation of \$9,900 for the couple. If the couple had withheld rent for two of the six months, one of which was during scheduled remediation (and they vacated) and one of which was not (and they physically occupied their unit), the couple would receive individual payments of \$3,000 each and a joint payment of

\$2,900 ([\$1,000 x 5 months x 0.65] - [\$1,000 x 0.35]), for a total compensation of \$8,900.

(b) **Option 1 Benefits.** Option 1 Benefits (the “Easy” payment option) of an additional five hundred dollars (\$500) per person shall be paid on an expedited basis to every member of a qualifying Claimant Group who is entitled to Critical Period Benefits, if and only if all members of the Claimant Group who file claims elect to receive Option 1 Benefits and no member of such Claimant Group makes a claim or claims for additional itemized Option 2 Benefits.

(c) **Option 2 Benefits.** Option 2 Benefits (the “Itemized” payment option) will be determined in accordance with the Claims Processing Protocol and shall be paid in addition to Base Compensation Benefits to Class Members qualifying for Critical Period Benefits. Option 2 Benefits include benefits for certain specific personal property claims and/or benefits for certain Medical Condition Claims.

(1) **Specific Personal Property Claims.** To receive Option 2 Benefits for unresolved specific personal property claims (personal property which was lost, stolen or damaged as a result of the HVAC Shutdown and/or HHS’s maintenance during the Class Period), a qualifying Class Member must present adequate proof of the claim to the Claims Office, pursuant to the Claims Processing Protocol.

(2) **Medical Condition Claims.** “Medical Condition Claims” means any and all personal injury claims for compensation from HHS but does not include any claims for punitive, exemplary, or statutorily enhanced damages. Qualifying Class Members may also receive certain compensation for Medical Condition Claims either (a) by presenting adequate substantiation of documented medical expenses incurred from June 4, 2002 through August 26, 2003 for specific Covered Medical Conditions arising as a result of mold exposure at Harbour House South during the Critical Period, or (b) by electing to and in fact resolving Medical Conditions Claims through mediation. “Covered Medical Conditions” are the health

conditions that, according to the American College of Occupational and Environmental Medicine (“ACOEM”), can occur from inhalation of and/or dermal contact with common indoor molds. Those conditions are described in “Adverse Health Effects Associated with Mold in the Indoor Environment,” issued by the ACOEM on October 27, 2002.

(i) To receive a payment equal to two-and-one-half times the total of expenses incurred from June 4, 2002 through August 26, 2003 for certain specific Covered Medical Conditions, a qualifying Class Member must present adequate documentary proof of such expenses.

(ii) A qualifying Class Member may elect, in the alternative, to resolve any and all Medical Condition Claims through mediation, pursuant to the Claims Processing Protocol.

(iii) In the event a Class Member elects the mediation option and his or her Medical Condition Claim is not resolved through mediation, then the Class Member may receive Base Compensation Benefits and any Option 2 Benefits and preserve his or her right to pursue compensation for Medical Condition Claims through jury trial by a Florida court, pursuant to the terms and conditions of the Claims Processing Protocol, *provided* the Class Member releases the Released Parties from all other claims.

**16. Pre-Critical Period Benefits.** Pre-Critical Period Benefits consist of a single payment in an amount equal to one month’s worth of rent to be paid jointly to all qualifying Class Members in a single Claimant Group who (a) did not reside at Harbour House South during the Critical Period and (b) pursuant to the Claims Processing Protocol, present proof of property damage and/or bodily injury arising from unresolved moisture-infiltration damage and/or mold damage to an apartment unit sufficient to show that such damage more likely than not existed and/or occurred in such unit at a time from and including November 1, 2000 through and including June 3, 2002.

**17. Administrative Services and Class Counsel Work.** Class Members shall have no obligation to pay for any claims processing expenses, Class Counsel services on behalf of the Settlement Class, costs incurred by the Claims Office in responding to Class Member inquiries, or any other settlement-related administrative expenses.

## **VI. REMEDIATION OF HHS UNITS**

**18. Remediation.** HHS shall complete any incomplete remediation of qualifying Class Members' apartments following protocol consistent with available government guidelines for such remediation. For each unit, HHS shall also:

(a) provide alternative temporary accommodations at Harbour House South or a housing and meal allowance while the unit is being remediated, and

(b) for any Lease Signatories who seek to terminate their leases at Harbour House South based on health concerns or issues relating to the presence of mold, promptly terminate such leases without cost or penalty.

However, HHS shall not be obligated to provide any of these benefits to Residents who do not cooperate with HHS's request for them to vacate their apartments so the remediation may be done.

Qualifying Class Members whose units were remediated during the Critical Period or who have undergone or shall undergo remediation after January 9, 2003, and have not been reimbursed for their housing and meal allowance may submit their claims to the Claims Office, which shall promptly process them.

A Class Member's rights to these benefits shall terminate once the Class Member signs the individual Release of Claims against HHS and the Released Parties.

## **VII. RELEASE OF CLAIMS**

**19. Release of Claims.** To receive payment of benefits, Class Members shall

execute either a general or limited Release of Claims Against HHS (and the Released Parties), as appropriate (see Attachment B hereto).

## **VIII. ADMINISTRATIVE/NOTICE COSTS/ ATTORNEYS' FEES AND EXPENSES**

**20. Administrative/Notice Costs.** HHS is responsible for the reasonable costs of administering the Settlement and providing this Court Notice. HHS has made an initial deposit of seventy-five thousand dollars (\$75,000) into an administrative account for this purpose, and shall make additional deposits in the future as the Court deems necessary.

**21. Class Counsel Fees and Expenses.** HHS is also responsible for the reasonable fees and expenses of Class Counsel as awarded by the Court. HHS has agreed to make a Principal Fee Payment to Class Counsel (shortly after the Agreement becomes final) in an amount equal to one and eight tenths (1.8) *times* the hours reasonably expended by Class Counsel as of the Opt-Out Deadline *times* the reasonable hourly rates of the professionals involved. HHS has agreed to make a Final Fee Payment to Class Counsel approximately four months thereafter in an amount equal to ten percent (10%) of the Principal Fee Payment. The parties anticipate presenting precise fee and expense numbers at the Fairness Hearing.

## **IX. CLAIMS ADMINISTRATION**

**22. Claims Administrator; Claims Office.** After consulting with the parties, the Court shall appoint a Claims Administrator on or before the Opt-Out Deadline. The Claims Administrator shall remain independent of the Claims Office, and shall ensure that the Claims Office complies with the terms of the Agreement. The Claims Office shall be responsible for processing claims pursuant to the Agreement and, in particular, the Claims Processing Protocol. HHS, after consultation with Class Counsel and subject to Court approval, may contract with independent entities to perform the Claims Office duties. Parties may appeal from Claims Office determinations to the

Claims Administrator, whose decision thereon shall be final and not subject to further appeal.

**23. Filing of Claims.** If you wish to apply for benefits, by the Claim Deadline, you must complete and submit the required forms (which are described below and enclosed in this mailing) and mail to:

Harbour House South Claims Office  
c/o Hamlin & Burton Liability Management  
111 W. Magnolia Avenue  
Suite 1000  
Longwood, Florida 32750  
1-866-332-4256

(a) for Critical Period Benefits, one of the following Claim Forms with necessary documentation, as set forth in the Claims Processing Protocol:

(1) Claim for Critical Period Benefits: Option 1, or

(2) Claim for Critical Period Benefits: Option 2.

(b) for Pre-Critical Period Benefits, a Claim Form for Pre-Critical Period Benefits with necessary documentation, as set forth in the Claims Processing Protocol.

(c) If there are deficiencies in any submissions, Class Members will have a reasonable time to cure them.

(d) The Claims Office will answer questions about the list of Lease Signatories, if requested; acknowledge receipt of your Claim Form and your documentation; and provide information as to your claim's status. The Claims Office is not permitted to give legal advice.

(e) All claims must be signed under penalty of perjury.

#### **24. Claims Processing; Appeals.**

(a) The Claims Office shall promptly process claims as filed in accordance with the Claims Processing Protocol.

(b) If the Claims Office determines that a claim is not eligible for payment under governing criteria, the Claims Office shall promptly notify the claimant and Class Counsel as to its determination and the grounds therefor. Such claimants shall have at least two (2) separate opportunities to cure any deficiencies.

**25. Payments.** Claims will be paid within thirty (30) days of final approval, except that no claims shall be paid unless and until an Order and Judgment is entered approving the Settlement and such Order and Judgment has (after any appeals) become final, and no individual claimant shall be paid unless he or she has executed and delivered to the Claims Office a Release of Claims Against HHS.

**26. Maintenance of Records.** The Claims Office will maintain all documents and records relating to the submission and review of claims under the Settlement Agreement.

#### **X. HHS'S WITHDRAWAL OPTION**

**27. HHS's Right of Withdrawal.** If more than fifteen percent (15%) of Critical Period Claimant Groups opt out of the Settlement Class, HHS shall have the right to withdraw from the Settlement Agreement within ten (10) days of the date when the Claims Office informs HHS of the names, number of persons, and, if known, addresses of such persons who have opted out of the Settlement Class.

#### **XI. OPT-OUT RIGHTS OF CLASS MEMBERS**

**28. Opt-Out Right.** Because this class action is certified under Fla. R. Civ. P. 1.220(b)(3) for settlement purposes, potential Class Members are afforded the opportunity to exclude themselves from the Settlement Class, if they so desire. The effects of opting out and of remaining in the Settlement Class are discussed in Paragraphs 30-31 below.

(a) To exercise the right to opt out, you must complete and sign the enclosed Exclusion Form and return it, postmarked no later than November 7, 2003, to:

Harbour House South Claims Office  
Attn: Exclusion  
c/o Hamlin & Burton Liability Management  
111 W. Magnolia Avenue  
Suite 1000  
Longwood, Florida 32750  
1-866-332-4256

The Exclusion Form should **NOT** be sent directly to the Clerk of the Court.

**(b) If you file an Exclusion Form and opt out, do not submit a Claim Form; you will *not* be eligible for benefits.**

(c) If one of the members of a Claimant Group excludes himself or herself from the Settlement Class, all of the other members of that Group shall also be excluded from the Settlement Class.

**29. Personal and Individual Choice; Effect on Others.** The decision whether to exclude yourself (and your co-Residents) from the Settlement Class is yours alone. It should be made only after considering the effects of that decision on your rights. You should be aware, however, that if too many persons have excluded themselves from the Settlement Class, HHS would have the option to withdraw from the Settlement - which would affect the benefits afforded to persons wanting to participate in the Settlement and could even lead to cancellation of the Settlement.

## XII. IF YOU OPT OUT

**30. Effects of Exclusion.** If you opt out by November 7, 2003:

(a) You (and any other members of your Claimant Group) will **NOT** be eligible to receive any benefits under the Settlement Agreement.

(b) You (and all other members of your Claimant Group) will retain any rights you may have to file or pursue - at your own expense or as part of another class action - any claims and lawsuits against HHS concerning the matters described in Paragraphs 1-4 above.

Florida law may limit the time within which any suits must be filed. The existence or terms of the Settlement Agreement or this Court Notice cannot be used as evidence of any admission by HHS regarding fault, liability, level of damages, or any similar issues.

## XIII. IF YOU REMAIN IN THE CLASS

**31. Effects of Remaining in the Settlement Class.** If you are a Class Member and do not opt out by November 7, 2003 (the Opt-Out Deadline), you will remain a Class Member without taking any further action. As a Class Member:

(a) If you qualify and timely file a Claim Form, you may receive cash benefits with no obligation on your part to pay administrative expenses or attorneys' fees.

(b) You may present any written comments or objections concerning the proposed settlement you want the Court to consider at the fairness hearing and may appear in person or through counsel at the hearing (see Paragraph 32 below). This objection may include objections as to the adequacy of the Class Representatives or Class Counsel.

(c) You and any all other members of your Claimant Group will (if the Settlement is approved) be members of the Settlement Class whose rights are determined by the Settlement Agreement and the Order and Judgment, which shall effect a release of any Claims Against HHS and prevent you from litigating any such claims against HHS in the future.

## XIV. FAIRNESS HEARING

**32. Final Hearing; Purposes.** The Court has preliminarily approved this Settlement as fair, reasonable, and adequate to the Settlement Class, but the Court will conduct a hearing to make a final determination whether the proposed settlement is fair, reasonable, and adequate and should be approved. The Court will hold the fairness hearing on Friday, November 21, 2003, at 1:30 p.m., before the Honorable Jeri B. Cohen, Circuit Court Judge,

Miami-Dade County Courthouse, Room 800,  
73 West Flagler Street, Miami, Florida 33130.

(a) Any Class Member who does not elect to be excluded from the Settlement Class may present written comments or objections to the proposed settlement by mailing the same, postmarked no later than November 7, 2003, to:

Joy Spillis Lundeen  
Stearns Weaver Miller Weissler Alhadeff &  
Sitterson, PA  
Museum Tower -  
Suite 2200  
150 West Flagler Street  
Miami, Florida 33130

AND

Frank Silva  
Butler Pappas Weihmuller Katz Craig LLP  
Alfred I DuPont Building  
169 East Flagler Street  
Suite 1300  
Miami, Florida 33131

AND

Honorable Jeri B. Cohen  
Miami-Dade County Courthouse  
73 West Flagler Street  
Room 800  
Miami, Florida 33130

Written submissions should include reference to Case No. 02-21697 CA 06. Any request to appear at the hearing, in person or through counsel, must be clearly indicated on the written submission and mailed postmarked no later than November 7, 2003.

(b) Class Members who support the proposed settlement need not appear at the hearing or submit any comments. Any Class Member not submitting written comments or objections by November 7, 2003, will be deemed to have waived objection and be foreclosed from objecting (by appeal or otherwise) to the proposed settlement.

## XV. REPRESENTATION

**33. Employment of Attorneys.** You may retain an attorney of your own choice for advice concerning your rights or to provide services in presenting a claim under the Settlement, but

you will be responsible for the fees and expenses of such attorney. You are not required, however, to have private counsel in order to submit a claim.

## XVI. ADDITIONAL INFORMATION

**34. Court Filing.** You may inspect documents on file with the Court at the Office of the Clerk of the Court, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, 73 West Flagler Street, Miami, Florida, 33130 during regular business hours and may obtain copies of these documents (including the Settlement Agreement and the August 29, 2003 Order conditionally certifying the Settlement Class and preliminarily approving the Settlement) by payment of the applicable Court fee for such photocopies. The Office of the Clerk of the Court is not permitted to give legal advice. The Claims Office is authorized to answer administrative and clerical inquiries relating to claims and the claim process, but not to give legal advice.

**35. Assistance.** You should save this Court Notice for reference concerning your rights and benefits, the claim process, the important deadlines, and telephone numbers and Internet addresses. You may obtain further information concerning the proposed settlement and your rights and options in any one or more of the following ways:

(a) by requesting legal assistance from Class Counsel by use of the toll-free Settlement Information Line at **1-866-506-0536**, or by visiting their website at <http://www.harbourhouseclassaction.com>; or

(b) by consulting an attorney of your choice at your expense.

This Court Notice was approved on August 29, 2003, by the Honorable Jeri B. Cohen, Judge for the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County after consulting with Class Counsel and counsel for HHS, for distribution to putative Class Members as an official notice of the Court.

/s/ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Clerk of the Court

**ATTACHMENTS:**

- A Claims Processing Protocol
- B Releases of Claims Against HHS

**SEPARATE DOCUMENTS INCLUDED IN THE MAILING:**

- Claim Form for Critical Period Benefits: Option 1
- Claim Form for Critical Period Benefits: Option 2
- Claim Form for Pre-Critical Period Benefits
- Exclusion Form