

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING**

TO: All persons, individuals and/or or entities who currently have or have ever had an ownership interest in the residential houses known as the "Margarita" (C5/50), the "Montserrat" (E/50), or the "Madagascar" (C4/50) models that were developed or built by Shoma and are located in the "Nautica" residential subdivision of Miramar, Broward County, Florida. The Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, authorized this notice. It is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING THIS CLASS ACTION SETTLEMENT. IF YOU ARE A MEMBER OF THE CLASS DEFINED BELOW, YOU WILL BE BOUND BY THIS SETTLEMENT UNLESS YOU OPT OUT AS EXPLAINED BELOW, AND YOUR RIGHTS WILL BE AFFECTED BY THIS LITIGATION. YOU MAY BE ENTITLED TO A QUALIFIED SCOPE OF WORK OR MONETARY COMPENSATION PURSUANT TO THE PROPOSED SETTLEMENT DESCRIBED BELOW. TO RECOVER, YOU MUST SUBMIT AN OFFICIAL CLAIM FORM BY JANUARY 11, 2007.

The purpose of this notice is to inform you about: (i) the conditional certification of a non-mandatory class of plaintiffs, of which you may be a member; (ii) the preliminary approval of a proposed class action settlement under which Shoma has agreed to provide a qualified scope of work or pay monetary compensation benefits to qualifying Class Members; (iii) an upcoming court hearing on **January 29, 2007 in Judge David C. Miller's courtroom, located at 73 West Flagler Street, Miami, Florida 33130** to determine the fairness, reasonableness, and adequacy of the proposed class settlement; (iv) your rights as a Class Member to support, participate in, and obtain the benefits of, object to, or exclude yourself ("opt out") from the proposed settlement and (v) to enclose an Official Claim Form and Release which you must use if you wish to make a claim for class settlement benefits. The rights and options – **and the deadlines to exercise them** – are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

- Submit a Claim Form and Release, which is the only way to get a class settlement benefit.
- Exclude yourself and get no class settlement benefit. This is the only option that allows you pursue any other lawsuit against Shoma or any of the Released Parties regarding the legal claims in this case.
- Object by writing to the Court about why you don't like the settlement.
- Attend the upcoming hearing and ask to speak in Court about the fairness of the settlement.
- Do nothing and receive none of the class settlement benefits. This gives up your rights and releases your legal claims in this case.

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I. THE LAWSUIT

1. Background. Shoma was the developer of certain residential houses in a subdivision known as "Nautica" in Miramar, Broward County, Florida. The houses were built from approximately August 1998 through October 2001, and Shoma acted as the general contractor for the houses. Mr. Shojaee, a principal of Shoma, was the qualifying general contractor for Shoma. Pascual, Perez & Associates ("Pascual Perez") designed the Nautica houses in this case, pursuant to a contract with Shoma, and Carlos Nodal, P.E. and Nodalco Engineering Inc. (collectively "Nodalco") provided various engineering services for the design and construction of these Nautica houses. Upon completion of the houses, Bonded Builders issued home warranties for each of the Nautica houses.

On December 18, 2003, Chaitram Dowlatram, Joyce Dowlatram, David Toledo, and Brandee Toledo (the "Plaintiffs"), filed this lawsuit on their own behalf and on behalf of all other similarly situated residents owning either a Margarita (C5/50), a Monseratt (E/50), or a Madagascar (C4/50) model house. Plaintiffs filed this lawsuit in the 11th Judicial Circuit, in and for Miami-Dade County, Florida against Shoma Development Corp., Masoud Shojaee, Bonded Builders Service Corp., doing business as Bonded Builders Home Warranty Assoc., Pascual Perez & Associates, Inc., Edgardo Perez, Nodalco Engineering, Inc. and Carlos Nodal, P.E. ("The Lawsuit"). The current dispute concerns two proposed classes of homeowners who are mainly claiming the existence of latent design and construction defects in their Nautica houses, which make them incapable of withstanding a Category I hurricane due to certain structural deficiencies in the two story walls, concrete beams and/or roof truss system for these Nautica Houses.

The Defendants took steps to address Plaintiffs' concerns by, among other actions, hiring nationally recognized professionals to address and/or remediate the alleged deficiencies or issues in the Nautica Houses. The Defendants have vehemently denied and continue to deny Plaintiffs' claims as set forth in their lawsuit Complaint and have denied any wrongdoing or liability to Plaintiffs of any kind.

**SETTLEMENT BENEFITS
ARE DESCRIBED
IN PARAGRAPHS 10 - 16**

2. Current Status of This Case. The parties are unaware of any actual structural failure in any of the Nautica houses at issue in this lawsuit. Shoma has denied and continues to deny Plaintiffs' claims as set forth in their Lawsuit and has denied any wrongdoing or liability to Plaintiffs or Residents of any kind. Shoma and Plaintiffs also dispute numerous issues relating to the Lawsuit, including but not limited to whether common issues of law and fact sufficiently predominate over separate and individual issues in Plaintiffs' claims to make resolving the claims through a litigated class action proceeding superior to resolving them as individual lawsuits.

Nevertheless, Plaintiffs and the Settlement Class, by and through Class Counsel, and Shoma engaged in extensive, vigorous, arms-length negotiations regarding the settlement of this matter without the need for further litigation. On September 19, 2006, (the "Effective Date"), Class Counsel and Shoma executed an "Amended Nautica 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. On October 3, 2006, the Court conditionally certified a Settlement Class and appointed Joseph Matthews, Esquire of Colson Hicks Eidson and Michael Kashtan, Esquire of Daniels Kashtan Downs, Robertson & Magathan, as "Class Counsel."

3. Class Claims against Released Parties. Essentially, if it is approved, the Agreement would reduce the time, risks, and expense of multiple-claim litigation, and to resolve finally and completely any and all claims, concerns, or issues regarding the design, structural and/or construction defects allegedly existing during the Class Period, including, without limitation, any and all claims, suits, demands, rights, liabilities, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, accrued or unaccrued, of personal, corporal, material, economic, property, and/or bodily injury or damage which now exist or heretofore existed, arising out of or relating to the alleged design and construction defects in the Nautica Houses, as more specifically described in the Lawsuit and Settlement Agreement ("Claims against Released Parties").

4. Court Rulings. The Court has made no ruling as to the merits of Plaintiffs' claims or Defendants'

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 Defendants. Rather, the purpose of this Court Notice is to inform you that a class 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. WHY A CLASS ACTION

5. Nature of Class Actions. Class actions are lawsuits in which the claims and rights of many people are decided in a single court proceeding. Representative Plaintiffs (“Class Representatives”) are named in the lawsuit to assert the claims of the entire class. This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way. Class actions provide a vehicle whereby people with similar claims are treated alike. In a class action, the court is guardian of class interests and supervises the prosecution of the class claims by class counsel to assure that the representation is adequate. 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 Shoma and would not reduce the amount of benefit payments to qualifying Class Members.

III. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

6. Class Certification. On October 3, 2006, this Lawsuit was conditionally certified by the Court as a class action for settlement purposes on behalf of all persons and entities who may have Claims against Released Parties, as defined in Paragraph I (3), above.

(a) Except as provided in paragraph III. (b) below, the Settlement Class consists of all persons or entities who currently own or have an ownership interest in residential houses known as the "Margarita" (C5/50), the "Montseratt" (E/50), or the "Madagascar" (C4/50) models which are located in the "Nautica" residential subdivision constructed by Shoma in Miramar, Broward County, Florida between May 24, 1998, through the date of the Amended Class Settlement Agreement (“Settlement Class Member” or "Class Member"). "Homeowner" or “Claimant” means any individual who purchased a

"Margarita", a "Montseratt" or a "Madagascar" model house in Shoma's "Nautica" residential development in Miramar, Broward County, Florida, during the Class Period and who is currently a record title owner of any such house(s). A "Claimant Group" is defined to mean the individual Homeowner(s) or Claimant(s) who purchased a given Margarita, Montseratt or Madagascar model house during the Class Period and/or Homeowner(s) who have or had a record ownership interest in any such, Nautica House(s) during the Class Period.

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

(1) prior to the Effective Date executed a complete release of any and all Claims against Released Parties;

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

(3) elects to exclude himself or herself from (“opt out” of) the Settlement Class by timely return of a completed Exclusion Form, that is postmarked no later than **January 11, 2007** (“Opt-Out Deadline”), and any other Record Title Owner or person with an Ownership interest who is part of the same Claimant Group as the person who is opting out.

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

7. Representative Plaintiffs. Chaitram Dowlatram, Joyce Dowlatram, David Toledo, and Brandee Toledo 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 Five Thousand Dollars (\$5,000) in addition to any benefits for which he or she may qualify under the Agreement. This compensation to the representative Plaintiffs is intended to compensate them for their services, and miscellaneous expenses, which include but are not limited to multiple meetings with experts, hiring a professional engineer to inspect the Plaintiffs’ residences, attendance at inspections, multiple meetings with Class Counsel and attendance at mediation.

8. Class Counsel. Joseph Matthews, Esquire of Colson Hicks Eidson and Michael Kashtan, Esquire of Daniels Kashtan Downs, Robertson & Magathan 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.

IV. SUMMARY OF PROPOSED SETTLEMENT

9. The Settlement Agreement. The complete Settlement Agreement is lengthier and more detailed 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 33129, during normal business hours. Copies can be obtained from the Office of the Clerk of the Court.

10. General Overview of Benefits. The Settlement Agreement provides that qualifying Class Members will be entitled to exercise or elect ONE of the following two options: (1) performance of the Qualified Scope of Work on Class Member's Nautica house; or (2) payment of a lump sum Monetary Compensation amount. The monetary compensation is not subject to *any* reduction for administrative or class notice costs, fees and expenses of Class Counsel, or any other costs.

11. Recommendation of Class Counsel. After analyzing the facts and law applicable to the claims of the Plaintiff 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 is fair, reasonable, adequate, and in the best interests of the Settlement Class and recommend that the Court approve it.

12. Defendants' 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, Defendants have 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 Released Parties allegedly caused by, or relating to the design and/or construction defects bring claimed by Plaintiffs. Although agreeing to the proposed settlement,

Defendants deny any wrongdoing or any legal liability of any kind.

V. QUALIFIED SCOPE OF WORK

13. Qualified Scope of Work. Qualifying Class Members who own a Nautica House as defined herein shall be entitled to have a Qualified Scope of Work performed on their house in accordance with plans and specifications that were agreed upon by James Mehlretter, P.E., Nasir Alam, P.E., and approved of the authority having jurisdiction, as described in Exhibit "G" to the Amended Class Settlement Agreement.

VI. MONETARY COMPENSATION

14. Monetary Compensation. Qualifying Class Members who own a Margarita, Modified Margarita, or Madagascar model shall be entitled to receive a lump sum Monetary Compensation in the amount of Sixteen Thousand Dollars (\$16,000.00), in lieu of receiving the Qualified Scope of Work, and Qualifying Class Members who own a Montserrat model shall be entitled to receive a lump sum Monetary Compensation in the amount of Eighteen Thousand Dollars (\$18,000.00), in lieu of receiving the Qualified Scope of Work. The foregoing Monetary Compensation amounts may or may not be sufficient to cover the entire cost of all Qualified Scope of Work repairs, depending to the extent of the work performed and the cost of labor and materials on the date when the work is performed. At the time of this settlement, if all of the Qualified Scope of Work was to be performed on a Nautica House, it is estimated that the total cost of performing all of that work is approximately \$22,000.00-\$25,000.00.

If more than one Class Member submits a claim for the same Monetary Compensation related to a particular Nautica House, only one payment shall be made, and such payment shall be issued to the Qualifying Class Member(s) who signed and submitted a timely Official Claim Form.

Additionally, Qualifying Class Members who elect or receive this Monetary Compensation in lieu of the Qualified Scope of Work must agree to disclose their acceptance of such Monetary Compensation benefits and the instant lawsuit to anyone who seeks to purchase their above-described Nautica house. Such disclosure must be made by the Class Member(s) to prospective purchasers

in accordance with *Johnson v. Davis*, 480 So. 2d 625, 629 (Fla. 1985) ("[W]here the seller of a home knows of facts materially affecting the value of the property which are not readily observable and are not known to the buyer, the seller is under a duty to disclose them to the buyer. This duty is equally applicable to all forms of real property, new and used."); *see also Syvrud v. Today Real Estate, Inc.*, 858 So. 2d 1125, 1130 (Fla. 2d DCA 2003)(holding that even the inclusion of an "as is" clause in a contract for the sale of residential real property does not waive the duty imposed upon a seller to disclose to buyer facts materially affecting the value of the property which are not readily observable and are not known to the buyer.

VII. ADMINISTRATIVE/NOTICE COSTS/ ATTORNEYS' FEES AND EXPENSES

15. Administrative/Notice Costs. Shoma is responsible for the reasonable costs of administering the Settlement and providing this Court Notice.

16. Class Counsel Fees and Expenses. Shoma is also responsible for the reasonable fees and expenses of Class Counsel as awarded by the Court. Class Counsel have agreed not to seek an award of fees and expenses in excess of One Million, One Hundred and Fifty Thousand Dollars (\$1,150,000.00), and Defendants have agreed not to object to an award of fees and expenses in that amount.

VIII. FILING A CLAIM FOR BENEFITS

17. Claims Administration; Claims Office. After consulting with the parties, the Court has appointed Hamlin & Burton, Liability Management, Inc., at 111 West Magnolia Avenue, Suite 1000, Longwood, Florida 32750, (407) 332-0022 / Facsimile (407) 332-0008, as Claims Administrator. The Claims Administrator, with the assistance of its agents or employees, shall be responsible for processing and evaluating claims. Operation of the Claims Office shall be subject to the continuing jurisdiction of the Court and subject to Court review.

18. Filing of Claims. To qualify for benefits, you must send a complete, accurate and appropriate claim form. An Official Claim Form and Release is attached at the end of this Notice. Read the instructions carefully, fill out and sign the claim form, and **mail it**

postmarked no later than January 11, 2007 ("Claims Deadline") to:

Nautica Claims Administrator
c/o Hamlin & Burton
111 West Magnolia Avenue – Suite 1000
Longwood, Florida 32750

If you change your address, you must mail a notification of your new address to the Shoma Claims Administrator.

(a) If there are deficiencies in any submissions, Class Members will have only thirty (30) days to cure them.

(b) The Claims Office, if requested, will acknowledge receipt of your Official Claim Form and your documentation, and provide information as to your claim's status. The Claims Office is not permitted to give legal advice.

(c) All claim forms and releases must be signed under penalties of perjury.

19. 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 Class Member who submitted the claim, Class Counsel and Shoma as to its determination and the grounds therefor. Such claimant shall have 30 (thirty) days from the date of mailing of the Claims Administrator's notice to file a petition with the Court to resolve the dispute under the terms of the Agreement.

20. Payments. Claims will be paid within 30 (thirty) 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 she or he has executed and delivered to the Claims Office an Official Claim Form and Release, which is attached to this Court Notice.

21. Maintenance of Records. The Claims Office will maintain all documents and records relating to the submission and review of claims under the Class Settlement Agreement and Court's Class Settlement Approval Order.

IX. SHOMA'S WITHDRAWAL OPTION

22. Shoma's Right of Withdrawal. If more than fifteen percent (15%) of the potential Class Members have opted out of the Settlement Class, Shoma shall have the right to withdraw from this Agreement within thirty (30) days of the date upon which Shoma is informed by the Claims Administrator of the number, names, and, if known, addresses of such Persons who have opted out of the Settlement Class. The Claims Administrator shall use its best efforts to provide such information to Shoma and Class Counsel within five (5) business days of receipt of the last timely opt-out, and shall not pay any claims before Shoma has made a determination *not* to withdraw from this Agreement and the Agreement has become Final.

X. OPT-OUT RIGHTS OF CLASS MEMBERS

23. Opt-Out Right. Because this class action is certified under Fla. 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 25-26 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 **January 11, 2007** ("**Claims Deadline**") to:

Nautica Claims Administrator - Exclusions
c/o Hamlin & Burton Liability Management, Inc.
111 West Magnolia Avenue – Suite 1000
Longwood, Florida 32750

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

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

(c) If one of the owners of an individual Nautica house excludes himself or herself from the Settlement Class, all of the Claimants or Class Members for that same house shall also be excluded from the Settlement Class.

24. 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 Shoma concludes that too many persons have excluded themselves from the Settlement Class, it will 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.

XI. IF YOU OPT OUT

25. Effects of Exclusion. If you opt out of the Settlement Class by January 11, 2007:

(a) You will not be bound by any judgment or other final disposition of this Lawsuit, and you will retain any right to pursue claims against Defendants that you might have.

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

(c) 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 Defendants concerning the matters described in Paragraphs 1–4, above. State law limits 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 Shoma or any of the Defendants regarding fault, liability, level of damages, or any similar issues.

XII. IF YOU REMAIN IN THE CLASS

26. Effects of Remaining in the Settlement Class. If you are a Class Member and do not opt out by January 11, 2007, (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 an Official Claim Form, you may receive either the Qualified Scope of Work or the Monetary Compensation 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 that you want the Court to consider at the Fairness Hearing and may appear in person or through counsel at the hearing. This objection may include objections as to the adequacy of the Class Representative or Class Counsel.

(c) You and 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 the Claims against Released Parties and prevent you and anyone else in your Claimant Group from litigating any such Claims against Released Parties in the future.

XIII. FAIRNESS HEARING

27. 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.

If objections or requests to appear and be heard have been received from any Class Member by **January 11, 2007**, the Court will hold the fairness hearing on **January 29, 2007 at 9:00 a.m., in Judge David C. Miller's courtroom located at 73 West Flagler Street, Miami, Florida 33130.** The Court may, without further notice to Class Members, continue or adjourn and reconvene the hearing in the same or another Courthouse as may be suitable in light of any objections or other comments from Class Members.

(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 **January 11, 2007**, to:

Nautica Claims Administrator - Objections
c/o Hamlin & Burton Liability Management, Inc.
111 West Magnolia Avenue – Suite 1000
Longwood, Florida 32750

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 **January 11, 2007**. Anyone submitting comments or objections to the proposed settlement no later than **January 11, 2007**, will receive confirmation of the date and location of the Final Fairness Hearing.

(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 **January 11, 2007**, will be deemed to have waived objection and be foreclosed from objecting (by appeal or otherwise) to the proposed settlement.

(c) Upon the Court's approval of the Class Settlement, any Class Members who do not exclude themselves, regardless of whether or not an Official Proof of Claim form is filed, will release and forever discharge Defendants, Shoma Development Corp., and all of their predecessors in interest, its successors in interest, including any of its parents, shareholders, partners, and limited partners, as well as any person acting or purporting to act on their behalf from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, and costs whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that were or could have been asserted or sought in the Nautica Class Actions ("the Settled Claims").

(d) If the settlement is approved, there may be appeals. Once the settlement is approved and all appeals have been resolved, the Claims Administrator will process the Official Claim Forms and administer the applicable benefits. This may take some time, so please be patient.

XIV. REPRESENTATION

28. 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.

XV. ADDITIONAL INFORMATION

29. Court Filings. This Court Notice is only a summary. You may inspect documents on file with the Court at the Office of 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, 33129 during regular business hours and may obtain copies of these documents (including the Settlement Agreement and the court's Order conditionally certifying the Settlement Class and preliminarily approving the Settlement).

30. 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 at : (954) 577-8332, or

(b) by e-mailing questions to jrodriguez@dkdr.com; or

(c) by consulting an attorney of your own choice.