

NOTICE OF CLASS ACTION, PROPOSED SETTLEMENTS, AND SETTLEMENT HEARING

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ THIS ENTIRE NOTICE CAREFULLY.

CASE NOS.: 98-11208 CA 31
05-2117 CA 31

A court authorized this notice. This is not a solicitation from a lawyer.

TO: All persons or entities that owned property in the City of Miami and paid the Fire/Rescue Assessment and/or Fire Assessment collected by the City from fiscal year 1997-1998 through and including fiscal year 2006-2007.

Two separate Settlements have been proposed in a class action lawsuit about fire and rescue assessments levied against owners of real property in the City of Miami and events that took place during the lawsuit. Those two settlements are with 1) the City of Miami, and 2) the law firm of Adorno & Yoss, LLP. If you received this notice by mail without requesting it, the City's records indicate that you may be included in the settlements. Whether you qualify for a payment depends on if and when you owned real property in the City of Miami and if the assessment in question was levied against it during that time. Please read the Notice below for information on your rights and how to file a Claim for a refund, if you are entitled to one and choose to do so.

A Court authorized this notice because you have a right to know about proposed settlements in this class action and about all of your options, before the Court decides whether to give "final approval" to the settlements. If the Court approves the settlements, and after any appeals are resolved, payments will be made to everyone who qualifies and has submitted a valid claim. This notice explains the lawsuit, the settlements, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

The Honorable Jose Rodriguez, Judge of the Circuit Court, Eleventh Judicial Circuit in and for Miami-Dade County, Florida is overseeing this class action. The case is known as Maszta v. City of Miami. The persons who sued are called the "Plaintiffs," and the City of Miami is called the "Defendant." The law firm of Adorno & Yoss, LLP is called the "law firm."

PART 1: DESCRIPTION OF THE LAWSUIT AND THE SETTLEMENT NEGOTIATIONS

Why are you getting this notice? This document is your Notice, pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, that a class action is pending in the court and in the case shown above. The purpose of this Notice is to explain proposed settlements ("Settlements") of the class action lawsuit arising from challenges to the Fire/Rescue Assessment for Fiscal Years 1997-1998; 1998-1999; and 1999-2000 and the Fire Assessment for Fiscal Years 2000-2001; 2001-2002; 2002-2003; 2003-2004; 2004-2005; 2005-2006 and 2006-2007 (collectively "the Assessments") and of a lawsuit brought by Carl L. Maszta, Joseph A. Graupier, Juana Martinez and Marisol Fernandez. The Settlements are memorialized by the Settlement Agreements and Releases ("Settlement Agreements") that have been filed with the Clerk of the Court in connection with motions to approve the Settlements, as further described in Part 10 below.

The Settlements were entered into by the Parties to settle and compromise any and all disputes between the Plaintiffs, the City of Miami and the law firm as described herein. The Settlements do not constitute an admission by the City or the law firm that they engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law or regulation in any respect, except as to the City of Miami for the rescue portion of the Fire/Rescue Assessments adopted for fiscal years 1997-1998 and 1998-1999. The Florida Supreme Court has ruled in *City of North Lauderdale v. SMM Properties* that it is lawful for a municipality to enact assessments for fire services, as fire services provide a special benefit to property. Thus, any portion of the Assessments you paid were legal to the extent they funded fire services. It is only emergency medical services that cannot be funded through Assessment. Beginning on September 14, 2000, the City enacted an Assessment that it contends is for fire services only and is therefore lawful. The Plaintiffs contend that the Assessment remained illegal in operation to the extent it funded emergency medical services. There has never been any judicial ruling or finding on these competing contentions. Although the Court, in this Litigation being settled, has ruled the Fire/Rescue Assessment levied in fiscal years 1997-1998 and 1998-1999 unconstitutional to the extent that it assessed for emergency medical services, the Court has made no ruling or finding that the Fire/Rescue or Fire Assessments were improper other than as stated above. Nor has it determined the extent to which, if any, the Fire/Rescue Assessment assessed impermissibly for emergency medical services. The Plaintiffs also have brought claims against the law firm for

alleged actions and inactions relating to earlier proceedings against the City in this case. The law firm, without admitting liability and sharply contesting the Plaintiffs' claims, has elected to settle this action. Thus, though the Parties have agreed to Settlements and a refund process, there has been no determination by any Court that the Class is entitled to a refund, or the amount thereof. Nor has there been any determination by any Court that the Class is entitled to money from the law firm.

Why is this a class action? In a class action, a person called a "Class Representative" (in this case Carl L. Maszta, Joseph A. Graupier, Juana Martinez and Marisol Fernandez) sues on behalf of people who have similar claims. All these people are a "Class" or "Class Members." One court case resolves the issues for all Class Members, except for those who exclude themselves from the Class. Class actions are favored when, as here, the value of the individual claims is too low for individual suits to be practical.

Why is there a settlement? The Court has not been called upon to rule on all of the issues in the lawsuit. Instead, the different sides agreed to settle. That way, they avoid the cost of a trial, and the people who qualify will get compensation. The Class Representatives and their attorneys think the Settlements are best for all Class members due to the lapse of time since the inception of the lawsuit in 1998, development of new legal issues and defenses, and lack of judicial determination on the majority of the issues. The Settlements do not mean that the City or the law firm did anything wrong, except as to the City for the Rescue portion of the Fire Rescue Assessments adopted for fiscal years 1997-1998 and 1998-1999. As to that, there has been no determination of any entitlement to a refund.

The following describes the Settlements and what actions, if any, you may want to take prior to the Court's ruling on final approval, which has been set for a hearing on September 9, 2008 (the "Fairness Hearing").

THESE ARE THE CHOICES THAT YOU MUST MAKE AT THIS TIME:

FIRST: You must decide whether you want to be part of the Settlements. If you do, you must file a Request for Refund Form, described below, no later than October 21, 2008. You also must decide no later than August 20, 2008, whether you wish to object to the Settlements and file any written objection. **The Request for Refund Form is available by calling the Settlement Administrator at 1-800-981-7567 and can also be viewed (along with the various settlement documents) on the internet at www.MiamiFireFeeSettlement.com and printed from that web site.**

SECOND: If you do not want to be part of the Settlements, you must request exclusion ("opt out") from the Class no later than August 20, 2008. Instructions for doing so are set forth below. Otherwise, you will be bound by all the terms of the Settlements if approved by the Court, and whether you like the Settlements or not, you will be treated as though you wanted to be part of them, and you cannot sue the City or the law firm again for the same things. If you do not exclude yourself from the Class, or do not respond at all, you may receive no benefits or less benefits than if you submit a Request for Refund, and if the Settlements are approved, they will affect your right to start or continue any other lawsuit or proceeding involving payment of a Fire/Rescue Assessment and/or Fire Assessment. **If you opt out, then you will not receive money under the Settlements.** It is important to realize that if you opt out, in order for you to receive any benefits, you will have to commence a separate lawsuit, at your expense. If you opt out and commence your own lawsuit, a Court might determine that you would need to prove all of those items set forth in Part I (and still more) in order to secure any refund award against the law firm or the City. As mentioned above, the likely small amount of the individual claims was the reason this action was brought on a class basis.

You should note also that the Settlements will not affect any unrelated claims you may have against the City.

PART 2: WHY YOU HAVE RECEIVED THIS NOTICE

You have received this Notice because you **may** be eligible for certain benefits through the Settlements described above. Although the Court has not yet approved the Settlements, it has directed that this Notice be sent to you as a Class Member to inform you of it and to give you an opportunity to comment on it. **You should read this Notice carefully, because it explains decisions you must make and actions you must take now to protect your rights to a refund.** These decisions and actions will affect your legal rights and any relief you may be eligible to receive under the Settlements.

PART 3: DESCRIPTION OF THE CLASS

"Class" or "Class member" shall mean all persons or entities (including qualified legal successors as defined in paragraph 1.18 of the Settlement Agreements) that owned property in the City of Miami, Florida, including the City's former and current employees, agents, representatives, officials, officers, and their immediate family members, standing in their individual capacity as taxpayers, that paid the Fire/Rescue Assessment and/or Fire Assessment collected by the City from fiscal year 1997-1998 through and including fiscal year 2006-2007. The City of Miami is excluded from the Class.

PART 4: DECISIONS YOU MUST MAKE NOW

First, you must decide now whether you wish to remain in the Class or to exclude yourself ("opt out") from the Class. If you remain in the Class, you have certain additional choices to make now, as described below. If you want to be excluded from the Class or either Settlement, you must notify the Court, as described below.

IF YOU DECIDE TO REMAIN IN THE CLASS:

1. You **may** be eligible to obtain a refund, meaning that portion of the total Common Fund (described below) to which each Class member is entitled, as determined by a formula approved by the Court. The Parties contemplate that the amount of refund to be paid to each Class member will depend on the number of Class members filing valid claims. No Class member will receive a refund that is more than the amount of the Assessment the Class member paid, and, in fact, the Parties believe it unlikely that anyone will receive a complete refund of all Assessments paid. The percentage of Assessment paid which will be returned to each individual qualified Class member cannot be determined until such time as the claims are processed in accordance with the Settlement Agreements.

2. You must submit a Request for Refund Form to the Settlement Administrator if you seek these benefits. If you did not receive the Request for Refund Form by mail, the Request for Refund Form is also available by calling the Settlement Administrator at 1-800-981-7567 and can also be viewed (along with the various settlement documents) on the internet at www.MiamiFireFeeSettlement.com and printed from that web site.

3. You also may object to any aspect of the Settlements by filing a written objection. The Court and the parties must receive your written objection postmarked no later than August 20, 2008. The procedures for objection are described below.

4. If you remain in the Class, you will be bound by all orders and judgments in this case, whether favorable or unfavorable. You will not be able to start, continue, or otherwise participate in any other claims, lawsuits, or other proceedings against the City or the law firm relating to any Released Claims (defined below).

PART 5: THE TERMS AND BENEFITS OF THE PROPOSED SETTLEMENT

The full terms are set forth at www.MiamiFireFeeSettlement.com and are on file with the Clerk of the Court. In summary, as consideration for its Settlement, the City will fund \$15,550,000 into a fund to be called "the Common Fund." As consideration for its Settlement, the law firm will fund \$1,600,000 into the Common Fund. The Common Fund will be disbursed in accordance with the Settlement Agreements. Any interest earned on any portion of the Common Fund shall become part of the Common Fund. Each Class member shall have the right to request a refund by the procedures substantially set forth in this Notice. Only qualified Class members or their qualified legal successors shall have the right to seek a refund. The right to a refund shall not be assignable.

The Settlement between the Class and the law firm provides that in the event that (a) more than 5% of the Class or (b) Class Members with claims in excess of \$100,000 in the aggregate, exercise their right to opt out of the Settlement, the law firm shall have in its sole and absolute discretion, the option to terminate its Settlement Agreement. In the event that the law firm chooses to exercise its right to terminate, the class members who do not opt out will be advised of the termination at the same time and in the same mailing as their receipt of the proceeds of the settlement between the City and the Class. The notice will advise the class members of their right to proceed against the law firm, on their own, at their own expense. Notice of such termination will also be provided on the web site address specified herein. The Settlement Agreement also contains a nondisparagement provision that does not apply to Class Members other than Plaintiffs.

Each of the Parties shall have the right to restrain, by injunction, restraining order, or other relief, any breach or threatened breach of the terms and agreements contained herein, and to compel specific performance of those terms and agreements.

Valid and approved claims in the Settlements will share the Common Fund pro rata based on the amount of actual fees paid by you from 1997-1998 to 2006-2007. Every class member must submit a Request for Refund Form and have it reviewed and approved by the Settlement Administrator. If you do not accept the amount of fees paid as determined by the Settlement Administrator, you must document the amount of fees paid and provide substantiating documentation, if requested by the Settlement Administrator.

Ultimately, the Court will approve the amount each individual claim is set to receive and reserves the sole right to augment or revise the method in which individual distribution amounts are calculated. If approved, each approved claim shall receive a pro rata share of the Common Fund as determined by a fraction, the numerator of which is the sum of actual fees paid by you, in dollars, and the denominator of which is the sum of actual fees paid, in dollars, of all Approved Claims. The calculation can be expressed in the following equation:

$$\frac{\text{AMOUNT OF ACTUAL FEES PAID BY YOU}}{\text{TOTAL AMOUNT OF ACTUAL FEES PAID OF ALL APPROVED CLAIMS}} \times \text{PORTION OF COMMON FUND IN WHICH YOU PARTICIPATE (i.e., City, law firm or both Settlements)} = \text{YOUR DISTRIBUTION AMOUNT}$$

The Common Fund may be reduced by \$1,600,000 if the law firm exercises its right to terminate its settlements with the Class, as set forth above. The Common Fund will be reduced by the amount of attorney's fees and costs awarded to Class Counsel by the Court, and the amount of Administrative costs approved by the Court for administration of the settlements.

PART 6: RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF THE LAWSUIT

As part of the consideration for the Settlements, upon Final Approval, each member of the Class shall be deemed to have provided a full and complete release of any and all claims as described below. This release shall constitute an integral and essential part of the Settlements, and cannot be severed from the Settlements. Any Class member who does not wish to give such release must opt out as described in this Notice.

Upon Final Approval, and by not having elected to be excluded from the Class pursuant to the Settlements, each Class member agrees to forever release, remise, acquit, satisfy and discharge The City, including all of its current and former directors, officials, officers, employees, agents, representatives, attorneys, and managers, Adorno & Yoss, LLP, its insurers and reinsurers, its current or former attorneys, shareholders, staff, employees, officers, directors, representatives or agents (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), Eva Nagymihaly, Kenneth Merker, Gordon Willitts, Jean Prosper and/or Jocelyn Prosper, Judy Clark, Peter Clancy, Tenants and Taxpayers United For Fairness, Inc. and TTUFF, Inc.(the "Releasees") from any and all, and all manner of action and actions, cause and causes of action, claims, contracts, controversies, covenants, damages, legal and administrative relief, whether based on federal, state or local law, statute or ordinance, regulation, contract, common law, or any other source, including any claims relating to federal or state law, that have been, could have been, may be or could be alleged or asserted now or in the future by Plaintiffs, or any Class member against the City, the law firm or any other Releasee as to the Claims, or in any other court or before any administrative or governmental body or agency (including any federal or state regulatory commission), tribunal, arbitration panel or self-regulatory organization on the basis of, connected with, arising out of, or related to, in whole or in part, all causes of action, including but not limited to actions arising in negligence, non-intentional tort, intentional tort, civil rights, contract, statute, common law, constitutional law, or administrative law, relating to the Assessments including, and without limitation, any and all claims in connection with the Ordinance, the Statutes, the Amended Statutes, the Resolutions, the Claims, collection of the Assessments by the City or apportionment of the Assessments and any alleged actions, inactions, conduct or occurrences by, or on behalf of, The City, including all of its current and former directors, officials, officers, employees, agents, representatives, attorneys, and managers, Adorno & Yoss, LLP, its insurers and reinsurers, its current or former attorneys, shareholders, staff, employees, officers, directors, representatives or agents (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.),

or Eva Nagymihaly, Kenneth Merker, Gordon Willitts, Jean Prosper and/or Jocelyn Prosper, Judy Clark, Peter Clancy, Tenants and Taxpayers United for Fairness, Inc. and TTUFF, Inc., during the course of the Litigation, the prior settlement between the Original Plaintiffs and the City of Miami, or otherwise related to the conduct of proceedings. This release and consent not to sue is binding on any Class member who does not opt out.

By not electing to be excluded from the Class, each Class member expressly agrees that he, she, or it acting individually or together, shall not seek to institute, maintain, prosecute, sue or assert in any action or proceeding against The City, including all of its current and former directors, officials, officers, employees, agents, representatives, attorneys, and managers, Adorno & Yoss, LLP, its insurers and reinsurers, its current or former attorneys, shareholders, staff, employees, officers, directors, representatives or agents (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), Eva Nagymihaly, Kenneth Merker, Gordon Willitts, Jean Prosper and/or Jocelyn Prosper, Judy Clark, Peter Clancy, Tenants and Taxpayers United for Fairness, Inc. and TTUFF, Inc., any action or actions, cause and causes of action, or claim on the basis of, connected with, arising out of, or related to, in whole or in part any of the Claims, including without limitation, any or all of the acts, omissions, facts, matters, transactions or occurrences that were directly or indirectly alleged, asserted, described, set forth or referred in, or related to, the Litigation, or the claims, including without limitation, the facts, events and circumstances that are the basis of the allegations set forth in the Litigation. Nothing herein shall preclude any action to enforce the terms of the Settlements.

In connection with this release and covenant not to sue, the Class members acknowledge that they are aware that they may hereafter discover facts, claims and causes of action presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the purpose of the Settlements and the intention of Plaintiffs and the Class members to settle and release all such matters, and all actions, causes, causes of action, claims, and Unknown Claims (as defined below) against The City, including all of its current and former directors, officials, officers, employees, agents, representatives, attorneys, and managers, Adorno & Yoss, LLP, its insurers and reinsurers, its current or former attorneys, shareholders, staff, employees, officers, directors, representatives or agents (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), Eva Nagymihaly, Kenneth Merker, Gordon Willitts, Jean Prosper and/or Jocelyn Prosper, Judy Clark, Peter Clancy, Tenants and Taxpayers United for Fairness, Inc. and TTUFF, Inc. which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action).

"Unknown Claims" means and includes those claims that any Class member does not, for whatever reason, know or suspect to exist in his, her, or its favor at the time of the release of the City, Adorno & Yoss, LLP, its insurers and reinsurers, its current or former attorneys, shareholders, staff, employees, officers, directors, representatives or agents (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), Eva Nagymihaly, Kenneth Merker, Gordon Willitts, Jean Prosper and/or Jocelyn Prosper, Judy Clark, Peter Clancy, Tenants and Taxpayers United for Fairness, Inc. and TTUFF, Inc. and that, if known by him or her, may have materially affected his or her decision to settle or not to object to the Settlements.

The release as described herein is a condition of the Settlements, and an integral component of the consideration to the City and to the law firm, and integral component of the Settlements.

PART 7: INSTRUCTIONS FOR EXCLUDING YOURSELF FROM THE CLASS

If you do not wish to participate in one or both of the Settlements, you may ask to be excluded. To request exclusion from the Class, you must file a written request with the Clerk of Court and mail a written request to the Administrator, at the below address, so that it is postmarked by August 20, 2008:

To the Administrator (mail):

Masztal v. City of Miami
Settlement Administrator
PO Box 3170
Portland, OR 97208-3170

To the Court (file):

Clerk of the Court
Circuit Court, Eleventh Judicial Circuit in and for Miami-Dade County, Florida
73 West Flagler St
Miami, FL 33130

Your request for exclusion need not be in any particular form, but it must state the following information:

1. Your name, address and telephone number;
2. A statement that you wish to be excluded from the Class;
3. Your signature;
4. The case name and number (Masztal v. City of Miami, Case Nos. 98-11208 CA 31, 05-2117 CA 31), and
5. Whether you request exclusion from:
 - a. The settlement with the City; OR
 - b. The settlement with the law firm, OR
 - c. Both.

Note: If you do not specify which settlement, your request will be considered a request to be excluded from both.

Please be sure to write the words "EXCLUSION REQUEST" on the lower left-hand corner of the front of the envelope.

If you elect to be excluded from the Class:

1. You will not be eligible for any of the benefits;
2. You will not be allowed to object to the terms;
3. You will not be bound by any subsequent rulings entered into in this case; and
4. As to any settlement (City or law firm or both) from which you request to be excluded:
 - a. You will not be eligible for any of the benefits;
 - b. You will not be allowed to object to the terms;
 - c. You will not be bound by any subsequent rulings entered into in this case; and
 - d. To receive monies in lieu of these Settlements, you will have to bring your own lawsuit, at your own expense.

REMEMBER: YOUR REQUEST FOR EXCLUSION MUST BE FILED AND *POSTMARKED* NO LATER THAN AUGUST 20, 2008. OTHERWISE, EXCEPT AS THE COURT MAY PROVIDE, YOUR REQUEST TO BE EXCLUDED WILL BE LATE AND INVALID.

IF YOUR EXCLUSION REQUEST IS FILED AND *POSTMARKED* AFTER AUGUST 20, 2008:

1. **YOU WILL REMAIN A MEMBER OF THE CLASS AND YOU WILL BE BOUND BY THE SETTLEMENTS AND BY ALL ORDERS AND JUDGMENTS IN THIS LAWSUIT.**
2. **YOU WILL NOT BE ABLE TO FILE, PARTICIPATE IN, LITIGATE, OR CONTINUE ANY OTHER LAWSUIT OR PROCEEDING BASED ON OR RELATING TO THE CLAIMS, CAUSES OF ACTIONS, FACTS OR CIRCUMSTANCES RELEASED BY THE SETTLEMENTS.**

Even if you already have a pending claim, lawsuit, or other proceeding against the City or the law firm relating to the issues that resulted in this class action, you still must submit a written request for exclusion so that it is filed with the Clerk of Court and mailed to the Administrator and postmarked by August 20, 2008, to be excluded from the Class as to either settlement or both. Otherwise, you will be bound by the orders and judgments in this case, and, in the event the Settlements are approved and becomes final, your proceedings will be barred.

PART 8: THE SETTLEMENT HEARING, YOUR RIGHT TO OBJECT TO THE SETTLEMENTS, AND YOUR RIGHT TO APPEAR

A. THE SETTLEMENT HEARING: On September 9, 2008 at 10:00 AM EDT, at 73 West Flagler St, Courtroom 11-1, Miami, Florida 33130, the Court will hold a Fairness Hearing to consider whether to grant final certification of the Class for Settlement purposes, and whether to approve the Settlements as fair, reasonable, and adequate. The Court also will determine the amount of attorney's fees and expenses to be awarded to Class Counsel. There are no agreements among the parties as to those fees, which will be set by the Court in accordance with applicable law.

If you have not asked to be excluded from the Class, you may object to any aspect of the Settlements, as discussed below. You also may appear at the Fairness Hearing to present your objections, although you are not required to do so. If

you are satisfied with the Settlements, you do not need to appear at the hearing. Please note that the Court has the right to change the hearing date or time without further notice. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

B. YOUR RIGHT TO OBJECT AND INSTRUCTIONS FOR OBJECTING: You must remain a member of the Class in order to object to any aspect of the Settlements, including final certification of a Class, the fairness of the Settlements, the adequacy of the class representation by Plaintiffs and their attorneys, and the award of Attorney's Fees and Expenses.

Your written objection must include:

1. Your name, address and telephone number;
2. A statement of your objection(s) and any supporting law and/or evidence you wish to introduce; and
3. The case name and number (Masztal v. City of Miami, Case Nos. 98-11208 CA 31, 05-2117 CA 31).

YOU MUST FILE YOUR WRITTEN OBJECTIONS WITH THE CLERK OF THE COURT NO LATER THAN AUGUST 20, 2008 BY MAILING IT TO THE FOLLOWING ADDRESS:

Clerk of the Court
Circuit Court, Eleventh Judicial Circuit in and for Miami-Dade County, Florida
73 West Flagler St
Miami, FL 33130

YOU ALSO MUST MAIL COPIES OF THOSE OBJECTIONS TO ALL THE ATTORNEYS LISTED BELOW, POSTMARKED NO LATER THAN AUGUST 20, 2008.

Counsel for the City of Miami:

Julie O. Bru, City Attorney
Office of the City Attorney
444 SW Second Ave, Ste 945
Miami, FL 33131

Thomas E. Scott, Esq.
Scott A. Cole, Esq.
Cole, Scott & Kissane, P.A.
1390 Brickell Ave, Third Floor
Miami, FL 33131

Class Counsel:

Patrick A. Scott, Esq.
Richard L. Williams, Esq.
Michael Garcia Petit, Esq.
2800 Miami Center
201 S. Biscayne Blvd.
Miami, FL 33131-4330

Counsel for Adorno & Yoss, LLP

Ronald L. Kammer, Esq.
David P. Hartnett, Esq.
Hinshaw & Culbertson, LLP
9155 S. Dadeland Blvd.
Suite 1600
Miami, FL 33156

The Court will not consider any objections postmarked after August 20, 2008, unless you can demonstrate good cause for its being late. Late objections will be deemed to have been given up or waived, unless good cause is shown.

If you file your objections on time and the Court overrules them, you will still be eligible for a refund under the Settlements provided you also file a timely and complete Request for Refund Form.

C. YOUR RIGHT TO APPEAR: If you file and serve a timely written objection as described above, you may - but are not required to - attend the Fairness Hearing, either in person or through an attorney paid by you. You or your attorney may appear at the Fairness Hearing to object to any aspect of the Settlements, including final certification of a Settlement Class, the fairness of the Settlements, the adequacy of the Class's representation by the Plaintiffs and Plaintiffs' counsel, and the award of attorney's fees and expenses, which will be set by the Court pursuant to applicable law.

If you or your attorney intend to appear at the Fairness Hearing, you or your attorney must file a Notice of Intention to Appear with the Clerk of the Court, and serve that Notice on Counsel, at the addresses listed above. Your Notice of Intention to Appear must be postmarked no later than August 20, 2008, except as provided by the Court.

PART 9: ATTORNEY'S FEES AND EXPENSES

The lawyers representing the Class have been paid nothing for their work (nearly four years) or for the money they have expended on behalf of the Class. It is the position of the class representatives that, by law, the lawyers representing the Class are entitled to payment from the Common Fund. The lawyers representing the class have submitted affidavits detailing a lodestar of \$1,537,454.50 (hours worked x hourly rate is called "lodestar"). They also seek no attorney's fees for the work they have done in this matter since the summer of 2007. Based on the evidence that the Court hears relating to the risk undertaken and the results obtained, the class representatives contend the Court can set the fees anywhere between zero and five times the lodestar. The Court itself will decide at the Fairness Hearing how much the lawyers representing the class are to be paid, pursuant to standards established under Florida law. It will hold a hearing in advance - on July 22, 2008 at 10 AM EDT at 73 West Flagler Street, Miami, FL 33130 -- to receive testimony and other evidence relating to the attorneys' fee request. Motions in support or opposition to the Attorneys Fees must be filed prior to close of business on July 15, 2008 and served as set forth in Part 8 B. The class representatives ask for the highest multiplier for the lawyers, pointing out that, in addition to their efforts and the results, Florida has a public policy of awarding fees sufficiently large to encourage lawyers to act as private attorneys general in public interest cases such as this one. There is no agreement whatsoever between or among the City, the law firm or Class Counsel as to the amount to be awarded to Class Counsel in fees and costs, except that they have all agreed that the issue will be left to the Court.

PART 10: HOW TO GET ADDITIONAL INFORMATION

This Notice is only a summary of the Settlements, which are set forth in more detailed legal documents called "Settlement Agreement and Release." The Court file contains all public papers relating to the case. The entire Court file is available for public inspection. It consists of everything filed in the case. That includes all Complaints, motions (including those of certification of the class, approval of the settlements, costs, and attorney's fees), and Order and the Settlement Agreements and Releases. You may inspect these documents at the Clerk's Office at any time during normal business hours, Monday through Friday, 9:00 a.m. to 4:00 p.m., Eastern Time. **If you have any questions or simply need a copy of the Request for Refund Form, you may call the Settlement Administrator at 1-800-981-7567 or view the various settlement documents on the internet at www.MiamiFireFeeSettlement.com and print the Request for Refund Form from that web site.**

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT OR THE CITY OF MIAMI. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

Dated: June 6, 2008 at Miami, Florida.

Circuit Court, Eleventh Judicial Circuit in and for Miami-Dade County, Florida
73 West Flagler St, Miami, FL 33130