

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

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

CARL L. MASZTAL, JOSEPH A. GRAUPIER
JUANA MARTINEZ, and
MARISOL FERNANDEZ, on behalf
of themselves and all others so
similarly situated (formerly known as Eva
Nagymihaly, et al. v. City of Miami),

Plaintiffs,

v.

THE CITY OF MIAMI, FLORIDA,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into by and between CARL L. MASZTAL, JOSEPH A. GRAUPIER, JUANA MARTINEZ, and MARISOL FERNANDEZ ("Plaintiffs"), on behalf of themselves and all others similarly situated (collectively referred to as the "Class")(as defined in Paragraph 1.2), and ADORNO & YOSS, LL.P. (referred to as "A&Y")(as defined in Paragraph 1.1) (A&Y and the Plaintiffs/Class are referred to collectively herein as the "Parties"). Any references herein to Plaintiffs include the Class, as Plaintiffs have brought all claims on behalf of themselves and the Class.

RECITALS

A. The purpose of this Agreement is to settle forever the Plaintiffs' claims as stated in the proposed Revised Fourth Amended Class Action Complaint against A&Y in *CARL L. MASZTAL, JOSEPH A. GRAUPIER, JUANA*

MARTINEZ, and MARISOL FERNANDEZ, on behalf of themselves and all others similarly situated v. The City of Miami, Eleventh Judicial Circuit in and for Miami-Dade County, Case No. 98-11208 CA 31 and the consolidated Case No. 05-2117 CA, (referred to as “the Litigation”), and any other claims they had, have or may have against A&Y (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), Eva Nagymihaly, Kenneth Merker, Gordon Willitts, Jean Prosper and/or Jocelyn Prosper, and all other Releasees (including Judy Clark, Peter J. Clancy, Tenants and Taxpayers United for Fairness, Inc., and TTUFF, Inc.) that could have been pled in the Litigation. It is the purpose and intent of this Agreement that the primary obligation of A&Y under this Agreement is to pay the sum of one million six hundred thousand dollars (\$1,600,000) into the Common Fund to be established as part of the settlement of the Class with the City of Miami of the claims against A&Y in this Litigation and that the procedures relating to this Settlement, its presentation to the Court, and its Final Approval be the same as and made part of the settlement between the Class and the City of Miami in this Litigation. The Litigation challenged the City of Miami’s 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”) (as defined in Paragraph 1.19), the legitimacy of the purported earlier settlement with the City of Miami of Case 98-11208 CA 31 by Eva Nagymihaly, Gordon Willitts, Kenneth Merker, and Jean and Jocelyn Prosper (referred to collectively herein as “the Original Plaintiffs”), and

actions taken in proceedings relating to same. The claims against the City and its current or former employees, officials, officers, representatives or agents in the Litigation and which are relevant to the Assessments, and the purported settlement with the Original Plaintiffs have been settled (pending Court approval) between the City and the Plaintiffs on behalf of the Class (referred to as "City Settlement"). By the settlement embodied in this document (referred to as "this Settlement" or the "Adorno Settlement"), the Plaintiffs for themselves and the Class also settle and release all claims asserted or that could have been asserted against A&Y (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), the Original Plaintiffs, and all other Releasees in the Litigation and which are related to the Assessments or the purported settlement by the City of Miami with the Original Plaintiffs or the proceedings in this action thereafter (referred to collectively as the "Claims"). The Parties specifically understand and agree that the Claims include any and all actions or omissions in connection with any and all challenges and causes of action against the City with regard to Fla. Stat. § 170.201; Ordinance No. 11584; Chapter 19.5 of the Code of Miami; Chapter 166, Florida Statutes (the Municipal Home Rule Powers Act) and all preliminary, initial and final assessment resolutions adopted for fiscal years 1997-1998; 1998-1999; 1999-2000; 2000-2001; 2001-2002; 2002-2003; 2003-2004; 2004-2005; 2005-2006 and 2006-2007, including but not limited to the following Resolutions: 98-34; 98-325; 98-419; 98-773; 98-817; 98-885; 99-433; 99-689; 00-669; 00-803; 01-589; 01-818; 02-823; 02-1025; 03-748; 03-1014; 04-0452; 04-0597; 04-0748; 05-0431; 05-

0548; 06-0431; and 06-0543, and the proper remedies and the effect of these statutes, ordinances, chapters, and resolutions as related to the issues in the Litigation, and the purported settlement with the Original Plaintiffs, and the proceedings in this action thereafter or related thereto. The claims also include any existing or potential claims Plaintiffs or the Class have or may have had against A&Y (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), the Original Plaintiffs, and all other Releasees that relate in any manner to the Litigation.

B. Plaintiffs, on behalf of themselves and the Class and its Members, and A&Y enter into this Agreement on behalf of themselves, and all of their former or current heirs, agents, employees, representatives, administrators, executors, conservators, officials, officers, and assigns, as applicable and without limitation. If, and only if, this Agreement receives "Final Approval" (as defined in Paragraph 1.8), will A&Y, Plaintiffs, and Class Members (as defined in Paragraph 1.2) be deemed to have entered into this Agreement on behalf of themselves, and all of their qualified successors (as defined in Paragraph 1.18).

C. In the Litigation, the Plaintiffs challenge, among other things, the validity and applicability of the Assessments enacted by the City of Miami, separately as to each fiscal year, through the statutes, ordinances, chapters, and resolutions discussed and listed in Paragraph A, and they challenge various actions and inactions of A&Y, and Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq. in connection with the Litigation.

D. In the Litigation, Plaintiffs seek relief against the City, and they seek

judgment against Adorno & Yoss LLP for claims sounding in professional negligence that relate to the manner in which Adorno & Yoss LLP, Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq. prosecuted this action against the City, allegedly to the detriment of the putative Class.

E. There is dispute between counsel for the Plaintiffs and counsel for A&Y on all material legal issues. As a consequence of this Settlement, the Court will not make any determination with respect to any of those issues. However, the Court will rule on the fairness of this Settlement. If the Court does not determine that the settlement is fair and adequate, the Final Approval referenced in Paragraph 1.8 cannot occur. As a consequence of the Adorno Settlement and the City Settlement, no issue that is pending in the litigation or that could have been pending in the litigation will be determined by the Court, except as same relates to the Adorno Settlement and the City Settlement.

F. Each of the Parties has conducted substantial investigation, recognizes that the issues presented are unlikely to be resolved without further extensive and costly litigation and that such further litigation will cause inconvenience, distraction, disruption, delay, and expense, including additional attorneys' fees, that may be disproportionate to the potential benefits of the continued litigation. Each of the Parties has taken into account the risk and uncertain outcome inherent in any litigation.

G. Throughout the Litigation, A&Y has denied the substantive allegations made by the Plaintiffs and has denied any and all liability and damages to anyone with respect to the facts or causes of action alleged in the Litigation, and

it continues to do so. A&Y waives none of its defenses, including those founded on lack of damage to the Class. Nevertheless, without admission or concession of liability or damages by A&Y, A&Y and the Class desire to settle the Claims on the terms and conditions set forth in this Agreement in order to avoid the burden, expense and uncertainty of continuing the Litigation; to avoid the diversion of further resources and personnel required by continuing to litigate; and to put to rest all claims, actions, or proceedings that have been, are, or could have been brought or asserted in this Litigation, which are based upon any of the facts, circumstances or conduct alleged in the Litigation. The Parties, therefore, have determined that it is desirable and beneficial to settle the claims in the manner and upon the terms and conditions set forth in this Agreement. The express intent of this Agreement is that the Adorno Settlement be considered as though part of the City Settlement for the purpose of all issues of notice, procedure, administration, and distribution in order to reduce cost to the Class.

H. Class Counsel (as defined in Paragraph 1.4) have analyzed and evaluated the merits of the Claims against A&Y, the Original Plaintiffs, and other Releasees in the Litigation and the effect of this Agreement on the Members of the Class. Class Counsel is aware that A&Y asserts numerous defenses to the claims of the Class. A&Y might prevail before, at or following trial on one, some or all of these defenses. Those defenses include assertions that the City owed no refund at all, that A&Y at all times preserved all rights of the Class, that any injury to the Class attributable to A&Y is legally impossible because of the representation by the Class by the Plaintiffs, that the Class surrendered any right

to proceed against A&Y by virtue of the proposed City Settlement, and that A&Y acted properly at all times, among others. If some or all of those defenses were successful, Members of the Class might receive no benefit or consideration for the claims asserted in this Litigation. Based upon analysis and evaluation of an extensive number of factors, including the amount of refund owed, the likelihood of substantial collection some years in the future, the cost of securing any such collection, the lapse of time from the original filing of the action, the abrogation by the City of the Fire Fee, the difficulty of proof of claim that grows with the further passage of time, and numerous other matters and recognizing the substantial risks of continued litigation, including the possibility that the claims, if not settled now, might result in no recovery or less recovery for the Class than this Settlement, or that receipt of funds without this Settlement might be greatly protracted, Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate, and that this Settlement is in the best interest of the Class.

I. This Agreement is the result of repeated, extensive, arms-length negotiations between counsel for A&Y and counsel for the Plaintiffs and the Class with the assistance of a certified mediator.

In consideration of the promises and of the mutual covenants hereinafter set forth, and all other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this Agreement:

I. DEFINITIONS

1.1 A&Y. "A&Y" means the Defendant, herein, Adorno & Yoss, LLP, a

Limited Liability Partnership, its insurers and reinsurers, and all of its current or former attorneys, and each of their shareholders, partners, staff, employees, officers, directors, subsidiaries, affiliates, predecessors and successors in interest, representatives or agents, including counsel, heirs, assigns, beneficiaries, servants (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.).

1.2 Class or Class Member. "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.

1.3 Class Action Administrator. "Administrator" means the independent third party Administrator, Epiq Systems, 1441 Brickell Avenue, Suite 1018, Miami, Florida 33131 (786-709-2200), which was mutually agreed upon by the Parties, or such other Administrator as is appointed by the Court.

1.4 Class Counsel. "Class Counsel" means Richard L. Williams, Esq., and Patrick A. Scott, Esq.

1.5 Class Notice. "Class Notice" or "Notice" means the notice to be published and sent to the Class pursuant to Paragraphs 3.3 and 4.2, as

approved by the Parties and the Court.

1.6 Class Representatives. Class Representatives mean Carl L. Maszta, Joseph A. Graupier, Juana Martinez, and Marisol Fernandez, and such further Class Representatives as may be added to provide adequate class representation, in which event such additional Class Representatives shall join in this Agreement.

1.7 Common Fund. The "Common Fund" means the Common Fund established pursuant to the City Settlement. The settlement funds to be paid by A&Y in the amount of one million six hundred thousand dollars (\$1,600,000.00) shall be added to the Common Fund, for distribution to the Class pursuant to the procedures established in the City Settlement Agreement.

1.8 Final Approval. "Final Approval" means that all of the following has occurred:

- (a) The Court has entered the Final Judgment (as defined in Paragraph 1.9); and
- (b) The Final Judgment has become "Final."
- (c) "Final" means:
 - (i) If no motion for rehearing or reconsideration is filed and if no appellate review is sought, after the expiration of time for seeking such review; or
 - (ii) If rehearing, reconsideration or appellate review is sought, after any and all avenues of rehearing, reconsideration and appellate review have been exhausted and no further rehearing,

reconsideration or appellate review is permitted, or the time for seeking such review has expired and the Final Settlement Order has not been modified, amended or reversed in any way.

1.9 Final Judgment. "Final Judgment" means the final judgment entered by the Court giving Final Approval to this Agreement and providing for the orderly performance and enforcement of the terms and conditions of this Agreement.

1.10 Order Granting Preliminary Approval. "Order Granting Preliminary Approval" means the order entered by the Court which grants preliminary approval of this Agreement.

1.11 Ordinance. "Ordinance" means Ordinance No. 11584 as duly adopted by the City Commission and as codified in Chapter 19.5 of the Code of the City of Miami.

1.12 Preliminary Approval. "Preliminary Approval" means that the Court has entered an Order Granting Preliminary Approval of the terms and conditions of this Agreement. The Parties will request that the Court include in its Order Granting Preliminary Approval at least the following: (a) the time frame for provision of notice to the Class, (b) the form and substance of the Class notice and Request for Refund form; (c) the date for the final Fairness Hearing; (d) the time period for opting out of the Class; and (e) the time period for filing objections to the settlement. This provision does not restrict a more expansive class notice. The Parties intend that such time frames be the same as for the City Settlement and that the Notice be part of or in tandem with the City Settlement Notice.

1.13 Refund(s). "Refund(s)" means that portion of the total Common Fund to which each Class Member is entitled, as determined by a formula to be determined by the Administrator to be fair and 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. Refunds will only be disbursed by the Administrator to those Class Members determined by the Administrator to be eligible for a Refund under the terms of this Agreement. The percentage of Assessment paid which will be returned to each individual qualified Class Member cannot be determined by the Court, Administrator, or the Parties until such time as the claims are processed by the Administrator in accordance with this Agreement. The method by which the amount of each Class Members' qualified Refund is calculated shall be determined by the Administrator, and approved by the Court. The Administrator shall determine a method of calculation which it deems to be reasonable and fair, and which minimizes the amount of Administrative fees and costs necessary to process and determine the Refunds. Refunds will be made to qualified Class Members upon sufficient proof of a valid claim as set forth herein, within the time periods set forth herein and as approved by the Court.

1.14 "Releasees" include all persons and entities to be released as a result of this Settlement, including those contemplated in the Release in

Paragraph 5.1, including A&Y as defined in Paragraph 1.1 (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), the Original Plaintiffs as defined in Paragraph 1.20, Judy Clark, Peter J. Clancy, Tenants and Taxpayers United for Fairness, Inc., and TTUFF, Inc.

1.15 Plaintiffs. "Plaintiffs" mean the Class Representatives, Carl L. Masztal, Joseph A. Graupier, Juana Martinez, and Marisol Fernandez, and such further Class Representatives as may be added to provide adequate class representation, in which event such additional Class Representatives shall join in this Agreement.

1.16 Singular/Plural. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

1.17 Statute. "Statute" shall mean section 170.201, Florida Statutes and Chapter 166, Florida Statute (cited as the Municipal Home Rule Powers Act).

1.18 Successors. "Successors" means (a) in the case of a deceased individual property owner who would otherwise fall within the definition of the Class, the person, entity or other who, by order of a court of competent jurisdiction, statute, contract, or operation of law is deemed the legal heir of the deceased property owner; (b) in the case of a legal entity including but not limited to a corporation, professional association, partnership, or limited liability partnership, and which such entity has been dissolved or no longer exists in the same form it did in the time period in which an Assessment was paid, and otherwise would fall within the definition of the Class, individuals or entities who/which, by order of a court of competent jurisdiction, statute, contract, or by

operation of law are deemed legal successors of the dissolved entity; and (c) guardians, personal representatives, conservators, trustees, receivers, holders of a durable power of attorney, and other legal representatives who/which, by order of a court of competent jurisdiction, contract, statute, or operation of law are deemed legal representatives or successors of the Class Member who is unable to make a claim for a Refund themselves/itself.

1.19 Assessments. “Assessment” or “Assessments” refers to the Fire/Rescue Assessments imposed by the City of Miami pursuant to Chapter 19.5 of the City of Miami Code for Fiscal Years 1997-1998, 1998-1999, and 1999-2000 and the Fire Assessments imposed by the City of Miami pursuant to Chapter 19.5 of the City of Miami Code for Fiscal Years 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006 and 2006-2007.

1.20 Original Plaintiffs. “Original Plaintiffs” means Eva Nagymihaly, Gordon Willits, Jean and Jocelyn Prosper, and Kenneth Merker.

1.21 Reserved

1.22 Reserved

1.23 Reserved

1.24 Qualified Class Member. “Qualified Class Member” means a Class Member as defined herein who is deemed by the Administrator to be qualified to receive a Refund upon compliance with all provisions and requirements set forth in section III.

1.25 Fairness Hearing. “Fairness Hearing” means the final hearing with the Court wherein, or upon which, Final Judgment is entered.

II. ESSENTIAL TERMS OF THE SETTLEMENT

The following terms, as set forth in this section, are considered by the Parties to be the essential terms of the settlement and to constitute the consideration of the Parties for this Settlement.

2.1 Purpose of Settlement. This Agreement is entered into by the Parties to settle and compromise any and all disputes between them as described herein. This Agreement does not constitute an admission by A&Y (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.), or any of them, that it has engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law, rule, or custom regulation in any respect.

2.2 Termination Threshold. 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, A&Y shall have, in its sole and absolute discretion, the option to terminate this Settlement Agreement as described in Paragraph 3.8 below. In the event that A&Y 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 A&Y.

In the event that A&Y's decision to exercise its right to terminate and notice of the termination causes the class administrator to incur any additional costs, A&Y agrees to reimburse the administrator for such additional costs up to

the amount of \$10,000.00 the administrator shall verify such additional costs by providing all parties with an affidavit setting forth an accounting of such additional costs.

2.3 Reserved

2.4 Addition to Common Fund. As consideration for this Agreement, A&Y will transfer the total sum of one million six hundred thousand dollars (\$1,600,000) to the Administrator, or to an account designated by the Administrator, for deposit into the Common Fund created pursuant to the City Settlement. Pursuant to Paragraph 1.7 above, the Common Fund, upon funding by the City of Miami and A&Y, will total seventeen million one hundred fifty thousand dollars \$17,150,000 to be disbursed in accordance with this Agreement and the City Settlement. A&Y will transfer the funds to the Administrator within fifteen (15) days after the Final Approval for disbursement in accordance with this Agreement. The Administrator shall deposit all portions of the Common Fund in an approved and secure interest bearing account which shall be held until such time as the Common Fund is disbursed to the Class or remitted back to A&Y per the terms of this Agreement. Any interest earned on any portion of the Common Fund shall become part of the Common Fund. The Administrator shall file a verified accounting as to the funds at intervals of such frequency as the Court directs. It is expressly agreed that the Administrator can commingle within the Common Fund monies received pursuant to the Adorno Settlement and the City Settlement, provided, however, that the Administrator can only disburse from any commingled account the \$1,600,000 settlement amount, plus accrued interest,

pursuant to Court order entered in connection with this Settlement Agreement and further subject to A&Y's right to terminate in Paragraph 3.8.

2.5 Application for Refunds. Each Class Member shall have the right to request a Refund by the procedures substantially set forth in section III of this Agreement, or as determined by the Court. 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.

2.6 Injunctive Relief. 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.

2.7 Attorneys' Fees and Expenses. A&Y and the Plaintiffs agree that Class Counsel will be entitled to recover reasonable attorneys' fees and costs and expenses (including expert fees paid or incurred to substantiate an award of attorneys' fees or otherwise) for the Litigation from the Common Fund, and that the amount of such attorneys' fees is left to be determined by the Court in accordance with applicable law. There is no agreement between A&Y and the Plaintiffs or Class Counsel as to the amount of those fees. However, any opposition by any Releasee, directly or indirectly, to any aspect of the Adorno Settlement or the City Settlement, not including attorney's fees requested by Class Counsel, will void any release given to the objecting Releasee. Provided that this Settlement is finally approved without appeal or protracted proceedings, Class Counsel do not and will not seek fees beyond those previously requested

in connection with the City settlement.

2.8 Costs of Administration and Order of Disbursal. The costs and expenses of the Administrator in administering the Common Fund, including, but not limited to, providing the Class Notice, providing the Request for Refund forms to the Class, and processing and verifying all returned Request for Refund forms and processing payments, will be deducted from the Common Fund. Only the City, as determined by the Administrator, and not A&Y, may be required to advance certain costs from the Common Fund for printing, postage, and publication during the preliminary approval stage. Any costs so advanced by the City shall be credited against the Common Fund. After Final Approval, the remaining Administrative costs and expenses shall initially be paid from the interest earned on the Common Fund. If the interest earned on the Common Fund is insufficient to pay all of the Administrative costs and expenses, the remaining costs and expenses shall be paid from the Common Fund. If the interest earned on the Common Fund exceeds the Administrative costs and expenses to be paid, the remainder of the interest earned shall be added to the total amount of the Common Fund to be distributed for Refunds to qualified Class Members in the third stage of disbursements. The costs and expenses estimated by the Administrator shall be filed by the City along with the Motion for Preliminary Approval of the City Settlement. The Administrator shall notify the Court and copy all counsel of record as soon as possible prior to exceeding \$550,000 in costs and expenses. The Administrator will disburse the Common Fund in four disbursement stages, and pursuant to the following priority, as is

typical in all class actions. The first disbursement will be the amount of attorney's fees and costs for Class Counsel, as approved by the Court. The second disbursement will be administrative costs and expenses, as approved by the Court. The third disbursement will be qualified Refunds to the Class as determined and processed by the Administrator. The fourth disbursement will be the reversion of any remaining unclaimed portion, if any, of the Common Fund pro-rata to (a) the City for application to the benefit of the Fire Department and (b) A&Y in their respective percentages of original contribution to the Common Fund.

2.9 Payment of Approved Attorneys' Fees and Expenses. Within fifteen (15) days after Final Approval, the Administrator shall pay or reimburse the amount of such attorneys' fees and costs determined to be due pursuant to Paragraph 2.7 to Class Counsel.

2.10 Releases and Bar of Claims. As part of the consideration for this Agreement, 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 in Paragraph 5.1 below. This release shall constitute an integral and essential part of this Agreement, and cannot be severed from this Agreement. Any Class Member that does not wish to give such release must opt out as provided in Paragraph 3.4.

2.11 Reversion of Fund. If, after the Administrator has satisfied all of its priorities in regard to the Common Fund described in Paragraphs 2.7, 2.8 and 2.9, and all Refunds to eligible Class Members have been paid, there remains

any unclaimed monies in the Common fund, such monies shall revert back to pro-rata to (a) the City for application to the benefit of the Fire Department and (b) A&Y in their respective percentages of original contribution to the Common Fund.

2.12 Reserved

2.13 Court Retains Jurisdiction. After the Court has entered Final Judgment, it shall retain jurisdiction over the Litigation for the following purposes: (a) effectuating and enforcing the terms of this Agreement and the City Settlement; (b) effectuating and enforcing the terms of the Court's Final Judgment; and (c) considering and ruling upon objections to denials or reductions in Refunds.

The parties agree to seek transfer of any future claims which may be filed and arise from the substance of this Litigation, the settlement, or the claims administration process to the same division before which this Litigation is pending, unless the interest of justice and judicial economy dictates otherwise.

2.14 Third Party Fund Administrator. The Refunds and Refund process, as set forth in this Agreement, shall be processed and disbursed by the neutral Third Party Administrator as defined in Paragraph 1.3.

2.15 Non Disparagement Agreement. As a material inducement to entry into this Agreement, the Parties and their counsel agree not to disparage the other, nor to communicate to third parties comments intended or likely to enter the public domain that would disparage or injure the other within the business community. No Party shall at any time through public statement make any

comment that has the reasonably foreseeable effect of disrupting, impairing, affecting or otherwise interfering with the business, operations, functioning or reputation of the other. Each of the Parties acknowledges that the purpose of this provision is to prevent expressions of opinion or thought that would tend to injure the business, operations, functioning, or reputation of the other Party. This provision is no bar, however, to counsel in the course of their professional practice making such comments as are necessary in their opinion for the effective representation of a client. Nothing in this provision is intended to prevent the expression of thoughts or opinions that are privately given and not intended or likely to enter the public domain. This nondisparagement provision applies only to matters reasonably related to this Litigation, does not apply at all to individual Class members, and does not restrict any response or commentary required by court order or other legal process.

III. APPROVAL AND CLASS NOTICE

The Parties recommend to the Court that the Approval and Class Notice process be effectuated in substantially the form set forth in this section. The Parties may individually or jointly request that the Court reasonably alter any of the provisions recommended in this section. To the extent that the Court deems it appropriate to alter any of the provisions recommended in this section, the Parties agree that such action by the Court shall not operate to nullify this Agreement, provided that such change does not impair the effectuation of the Essential Terms of the Settlement, set forth above in section II.

3.1 Approval. This Agreement has been approved by the Plaintiffs and

Class Counsel, and by Adorno & Yoss LLP and its counsel.

3.2 Preliminary Approval by the Court. Within fifteen (15) days after the Parties fully execute this Agreement, Plaintiffs will move the Court for Preliminary Approval of this Agreement and A&Y will not oppose the motion, which will be agreed to in form by Adorno & Yoss LLP and its insurer. Plaintiffs' motion for Preliminary Approval will include, at a minimum: (a) the timing of providing notice to the Class via individual notice and publication; (b) the form and substance of the Class Notice and Request for Refund form; (c) the date for the final Fairness Hearing; (d) the time period for opting out of the Class; and (e) the time period for filing objections to the settlement.

3.3 Class Notice. The Administrator and/or the City of Miami has researched City, County, and State records in an effort to identify Members of the Class. A&Y has no responsibility for that research. The Administrator will send the approved class notice to Class Members so identified via U.S. Mail, postage prepaid. The Administrator also will publish the Class Notice as provided below. The Parties agree to cooperate in good faith with regard to wording and publication of the Class Notice to ensure that fair and reasonable notice is given. The form and substance of the Class Notice shall be agreed upon by the Parties and approved by the Court. It is intended that the Class Notice to be provided in connection with this Agreement will be given to the Class at the same time and in the same manner and the combined form with the Class Notice to be given in connection with the City Settlement unless the Court desires otherwise. The time frames and other provisions set forth herein are recommendations of the Parties

to the Court for its consideration. The procedures and time frames for the Class Notice and proceedings incident thereto shall be the same as set forth in the City Settlement.

(a) The Class Notice period shall commence the first business day following the Court's entry of Preliminary Approval of this Agreement and the City Settlement, and shall run for thirty (30) consecutive days.

(b) Any Class Member wishing to be excluded from the Class must submit a written request therefore to the address provided in the Notice, postmarked no later than fifteen (15) days before the date of the Fairness Hearing;

(c) Any such requests for exclusion can only be signed by the Class Member. Family members, counsel, friends, or others (other than legal successors) cannot co-sign, or sign on behalf of any Class Member, and any request not signed by the Class Member will be rejected as void;

(d) Any Class Member can object to this Agreement by filing and serving a written objection, personally signed by the Class Member, no later than fifteen (15) days before the date of the Fairness Hearing;

(e) Any Class Member wishing to appear at the Fairness Hearing must object as stated in Paragraph 3.3(d) and 3.5;

(f) Any judgment entered with regard to the Claims, whether favorable or unfavorable to the Class, will include and be binding on all Class Members, even if such Class Member has objected to this Agreement and even if such Class Member has any other claim, lawsuit

or proceeding pending against City or A&Y and relating in any way hereto, unless such Class Member is excluded herefrom as set forth in Paragraph 3.4 below;

(g) Instructions on how a purported Class Member can obtain a request for rebate form shall be provided in the Notice; and

(h) Other such matters as the Court requires for a fair and reasonable notice to the Class shall be included in the Notice.

Fifteen (15) days into the Class Notice period, the Administrator will commence publication of the Class Notice, at a minimum, five (5) times over the course of fifteen (15) days locally in The Miami Herald, and El Nuevo Herald, and nationally in USA Today and/or in such other publications and frequency of publication as the Parties, the Administrator, or the Court deem necessary to provide reasonable notice.

The Parties agree to work together in good faith to resolve any changes to the precise language of the notice, as well as the placement and size, and frequency of publication. Further, the Class notice and this Agreement shall be published at an Internet site to be designated by the Administrator with the approval of the Parties, which will be, or will be linked to, the web page created and maintained for the purpose of advising the Class about this Settlement and its terms, in a widely-used format for convenience of the Class Members.

3.4 Requests for Exclusion (Class Member Opt Out). Would-be Class Members have the right not to participate in this Settlement. The notice referred to in Paragraph 3.3 above shall set forth the address to which any requests for

exclusion, or to opt out, shall be mailed by Class Members who wish to opt out of the Class. Any Class Member may be excluded from the Class by filing a written request for exclusion with the Clerk of Court, which address will be provided in the notice and available from the Administrator and public record. The filing date on the request for exclusion must be no later than fifteen (15) days prior to the date of the Fairness Hearing. A copy of the written request for exclusion must also be mailed and postmarked, no less than 15 days prior to the Fairness Hearing, to the Administrator. The request for exclusion must be personally signed by the Class Member. The Class Member does not need to state any reason for the requested exclusion. A Class Member who elects to be excluded from the Class pursuant to this Agreement will be excluded entirely from the Class and will therefore not participate in the settlement process, will have no standing to object to the settlement or this Agreement, and will not be entitled to receive any Refunds pursuant to this Settlement and will not be subject to this Agreement. Exclusion from the Class, or opting out, is a distinct and separate process from objecting to the settlement, as described in Paragraph 3.5.

Any Class Member who does not opt out is subject to all terms and conditions of this Agreement and agrees that satisfaction of his, her, or its Claims against the Releasees, including A&Y, and the City, as well as entry of the Final Judgment, shall be binding upon all Class Members other than any Class Member who has been excluded from this Agreement pursuant to the terms of this Agreement.

3.5 Objections to Settlement. Any Class Member who wishes to object to this Agreement or any aspect of it, including settlement amount or terms, method of distribution, fees (administrative, attorney, or other), costs, or other substantive or procedural matter, must remain a Member of the class and must file a written objection. The written objection must be filed by the Class Member with the Clerk of the Circuit Court and served on the Parties' counsel. Such service on the Parties' counsel must be postmarked no less than 15 days prior to the Fairness Hearing. The objection must be marked by the Clerk of the Circuit Court as filed no later than fifteen (15) days before the Fairness Hearing. The written objection shall contain a statement in detail of the objection, including the specific factual and legal reason(s) for it. The statement should include specific reference to legal authority and specify any and all factual bases in detail. The Class Member may file such objection him, her or itself, or through counsel. If the objection is filed through counsel, the attorney must file a notice of appearance with the Clerk of Court no later than fifteen (15) days prior to the Fairness Hearing and serve a copy of such notice of appearance on Parties' Counsel.

Any Class Member that files and serves a written objection, as described herein, may appear at the Fairness Hearing either in person or through counsel (hired at the Class Member's expense) to object. Class Members or their attorneys intending to appear at the Fairness Hearing must serve on Parties' counsel, and file with the Court, postmarked no later than fifteen (15) days before the Fairness Hearing or as the Court may otherwise direct, a notice of

intention to appear. Any Class Member that fails to comply with the provisions of the preceding paragraphs shall waive and forfeit any and all rights the Class Member may have to appear and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments relating to this Agreement.

Objection to this Agreement or this Settlement or any of their terms or provisions under this Paragraph are distinct from objections to the denial or reduction of Refunds, as described in Paragraph 4.7.

3.6 Entry of Final Judgment. The date of the Fairness Hearing shall be set by the Court in its order granting Preliminary Approval, but shall, at a minimum, be set after Class Notice has been mailed and published, and the period for opting out of the Class and filing objections to the settlement has passed. At the Fairness Hearing, the Plaintiffs, the City, and Adorno & Yoss LLP will request that the Court, among other things: (a) finally approve the City Settlement, and the Adorno Settlement, and this Agreement as fair, reasonable, adequate, and binding on all Members of the Class; (b) finally determine the amount and approve payment of attorneys' fees and expenses to Class Counsel as provided for in Paragraph 2.7 of this Agreement and Paragraph 2.7 of the City Settlement Agreement; (c) finally order that the Refunds be distributed to all Class Members as provided for herein; and (d) enter and render the Final Judgment in accordance with this Agreement.

3.7 Effect of Failure to Enter Final Judgment. In the event the Court denies entry of the Final Judgment or A&Y elects in its sole discretion to

terminate the Settlement Agreement in accordance with Paragraph 3.8 of this Agreement, the Litigation shall resume, this Agreement shall be of no force or effect, and the Parties' rights and defenses shall be restored without prejudice as if this Agreement had never been entered into, unless either of the Parties seek reconsideration or appellate review of the decision denying entry of the Final Judgment.

If either of the Parties elect to seek appellate review of an order declining to enter the Final Judgment as provided for in this Agreement, and such appellate review is denied or is unsuccessful after exhaustion of all available appellate remedies, the Litigation shall resume, this Agreement shall be of no force or effect and the Parties' rights and defenses shall be restored without prejudice as if this Agreement had never been entered into, unless otherwise agreed to in writing by the Parties.

3.8 A&Y's Exclusive Right to Terminate. If prior to the Fairness Hearing, any persons who otherwise would be Class Members have timely requested exclusion ("Requests for Exclusion") from the Settlement Class in accordance with the provisions of Paragraph 3.4 above, and the total of these persons requesting exclusion exceeds either (a) more than 5% of the Class or (b) \$100,000 of claims in the aggregate, A&Y shall have in its sole and absolute discretion the option to (1) continue on with this Settlement Agreement, or (2) terminate this Settlement Agreement. If A&Y exercises its option to terminate, notice of A&Y's termination shall be delivered to Plaintiffs' counsel within five (5) business days of receipt by A&Y's Counsel of notice from the Administrator that

the threshold(s) have been triggered, but in any event no later than five (5) business days before the Fairness Hearing.

In the event that A&Y 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 A&Y.

IV. DISTRIBUTIONS OF REFUNDS

The Parties agree to recommend to the Court that the distribution of Refunds shall be done by the Administrator in substantially the following manner:

4.1 Distribution of Refunds. The Administrator shall be responsible for distributing the Refunds as described below. The Administrator will have the authority to make all decisions necessary for the orderly implementation and administration of this Agreement and settlement, and the distribution of the Refunds, provided that the administration and the Refunds are distributed in a manner consistent with the terms of this Agreement and Florida law. Any disagreement between the Administrator, Class Counsel, Counsel for the City or Counsel for A&Y with respect to this section shall be attempted to be resolved initially by the disagreeing parties. However, if they cannot agree, the disagreeing parties shall seek a judicial determination from the Court. All objections to denials or reductions in Refunds, as described in Paragraph 4.7, shall be considered and ruled upon in the first instance by the Administrator, and

then there shall be an opportunity for further review if allowed or required under the law.

4.2 Distribution of Request for Refund Forms. The only entity responsible for distributing Request for Refund forms is the Administrator. Within thirty (30) days after this Agreement receives Preliminary Approval, the Administrator shall distribute via first class mail, at such best address as is reasonably practicable, the Notice of Class Action pursuant to Paragraphs 3.3 of this Agreement.

4.3 Deadlines and Other Matters Relating to Request for Refund Forms. The Request for Refund forms referred to in Paragraphs 4.2 and 4.4 shall set forth the address to which they shall be returned. That address shall be a post office box, obtained by the Administrator. The Parties recommend that the Court allow Class Members at least thirty (30) days after the date of the Fairness Hearing to mail the completed Request for Refund forms to the Administrator. Untimely-filed Request for Refund forms shall be rejected by the Administrator. Any Request for Refund forms timely submitted but materially incomplete shall be rejected and returned by regular U.S. mail, postage prepaid, to the last known address of the Class Member. To be considered for Refund, the Class Member must revise and resubmit the Request for Refund form within fifteen (15) days after the postmark date on the return envelope. Any untimely revision or timely but materially incomplete revision shall be rejected and disallowed in its entirety. Any objections made pursuant to Paragraph 4.7 must be timely made and in no event more than fifteen (15) days of the postmark date

of the denial notice or Refund check.

4.4 Verification of Request for Refund Forms. To be eligible to receive a Refund pursuant to this Agreement, a Class Member must complete a Request for Refund form. The Class Member must complete this form under penalty of perjury and provide reasonable proof of entitlement to a Refund. Reasonable proof will include, but not necessarily be limited to, proof of ownership of the property, proof of identity, and proof that the Class Member paid the Assessment(s), with such proof consisting of such documentation as approved by the Court or, if not specified by the Court, the Administrator. In addition, the Administrator may require additional proof on a case-by-case basis, if necessary, to ensure that the claimant is a qualified Class Member and is legally entitled to a Refund for the claimed property. The need for additional forms of proof, and the types of proof beyond those generally required, shall be determined in the sole discretion of the Administrator and will be specified in the Request for Refund form. It will be presumed in the absence of any showing otherwise that the person seized of the property on the date that the Assessment each fiscal year at issue first became due was the person that paid the Assessment. Final determination of such ownership will be in the discretion of the Administrator.

4.5 Distribution of Refund Checks. The Administrator shall distribute the Refund Checks within ninety (90) days from the deadline in which to file the Request for Refund form, or, upon Order of the Court, within such additional time as is reasonably required by the Administrator. Refund Checks shall be

mailed via regular U.S. mail, postage prepaid, to the address designated on the form. The Administrator may use a single envelope to distribute Refund Checks to different recipients that designate the same address. Refund Checks shall be valid for a period of one-hundred and eighty (180) days from the date of the check. Any checks which remain un-cashed after that period of time shall be considered void, and those amounts shall revert pro-rata to (a) the City for application to the benefit of the Fire Department and (b) A&Y in their respective percentages of original contribution to the Common Fund.

4.6 Priority of Disbursement of Common Fund. The Administrator shall disburse the Common Fund in the following order of disbursements: First, all attorneys' fees and costs of Class Counsel, including attorneys' fees and expenses or costs associated with the Litigation and settlement, as approved by the Court; Second, the fees, costs and expenses of the Administrator as approved by the Court; Third, to any qualified Class Member who has timely filed a complete Request for Refund form in accordance with this Agreement, the amount of the Refund (not to exceed the entire amount of the assessment(s) so paid by the Class Member); and Fourth, the balance (if any) of any remaining unclaimed portion of the Common Fund will revert back pro-rata to (a) the City for application to the benefit of the Fire Department and (b) A&Y, in their respective percentages of original contribution to the Common Fund.

4.7 Objections to Denial or Reduction of Refund. The only remaining allowable objection by a Class Member after the Final Hearing is an objection to the denial of a Refund, or purported improperly reduced Refund due to alleged

failure of the Administrator to properly follow the formula for determining Refunds set forth in Paragraph 4.3. Any such objection must be made in writing within fifteen (15) days of the postmark date on the envelope bearing the denial or Refund check. Objections to Refund denials or reductions shall be made in writing and filed with the Clerk of Courts and served upon counsel for the Plaintiffs, the City, and A&Y. All objections must state with factual specificity the grounds for objection. All objections shall be ruled upon by the Court, unless withdrawn.

In the event that any objection(s) shall be filed for a purported reduction in Refund check(s), the undisputed portion of the Common Fund may be distributed by the Administrator. However, the Administrator shall retain a sufficient portion of the Common Fund to assure payment of the disputed portion(s), including any other additional amounts that may be payable under Paragraph 4.6 above, upon final resolution by the Court (including any appeals) of the petition or petitions. The Administrator shall retain a sufficient portion of the Common Fund to assure payment following resolution of any objection(s) filed for a purported reduction in Refund check(s), including any other additional amounts that may be payable under Paragraph 4.6 above, upon final resolution by the Court (including any appeals) of the objection or objections. In the event that no objection(s) are filed or the amount of the objection(s) once resolved does not exhaust the Common Fund, the portion of the Common Fund remaining may be distributed by the Administrator in a second wave of payments to the qualified Class Members. In the event that the Court

determines that the administrative costs associated with the distribution of any remaining funds is excessive compared to the amount to be distributed, said funds shall revert pro-rata to (a) the City for application to the benefit of the Fire Department and (b) A&Y in their respective percentages of original contribution to the Common Fund.

4.8 Report on Refund Checks. Within twenty (20) days after the deadline for distribution of the Refund Checks, the Administrator shall certify to the Court in a declaration, based on the personal knowledge of the declarant, the total number of Refund Checks distributed and the total aggregate amount of Refunds represented by such Refund Checks. The Administrator shall serve a copy of the declaration filed with the Court on the Parties' counsel.

4.9 Responsibility for Inquiries of Class Members. The Administrator shall respond to questions from the Class Members concerning the criteria for distribution of Refunds. A toll-free number shall be included in the Class Notice and Request for Rebate form for such purposes. Any inquiries to A&Y or its officials, officers, employees, or agents, may be referred to the Administrator.

V. RELEASES

5.1 Release and Covenant Not to Sue. Upon Final Approval, and by not having elected to be excluded from the Class pursuant to this Agreement, each Class Member agrees to forever release, remise, acquit, satisfy and discharge the Releasees as defined in Paragraph 1.14 above, (including specifically A&Y, Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq., the Original Plaintiffs, Eva Nagymihaly, Gordon Willitts, Kenneth Merker, Jean

Prosper and Jocelyn Prosper, and Judy Clark, Peter J. Clancy, Tenants and Taxpayers United for Fairness, Inc., and TTUFF, Inc.) 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, or any other theory of recovery in law or in equity, 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 A&Y (including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq.) and all other Releasees, individually or collectively, 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, the settlement by the Original Plaintiffs with the City, the proceedings relating thereto, and any alleged actions, inactions, conduct or occurrences by, or on behalf of, the Releasees during the course of the

Litigation. This Release and consent not to sue is binding on any Class Member that 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 A&Y, the City or the Releasees, or their former or current agents, employees, officials, officers, partners, shareholders, members, insurers, and representatives, 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 to 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 this Agreement.

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 this Agreement 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) relating only to the subject matter of the

City or any of the Releasees or Claims against the City or any of the Releasees, including A&Y, 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 or any Releasee, including A&Y, and that, if known by him or her, may have materially affected his or her decision to settle or not to object to this Agreement.

The release as described herein is a condition of this Agreement, and an integral component of the consideration to A&Y, and an integral component of this Agreement. Non-interference by any Releasee with any aspect of the settlement is a condition of this Agreement and an integral component of the consideration to the Plaintiffs and the Class. It is a condition of this Release that each Releasee take no action, directly or indirectly, to hamper, impair, alter, change, object to, appeal, delay, or affect the Adorno Settlement or the City Settlement, or any aspect of or the proceedings of either, regardless of nature. If it is determined that any Releasee has interfered with the settlement, such interference will only void the Release as applied to that specific Releasee, but will not void or otherwise invalidate this Agreement and the Release to be provided to all other Releasees.

VI. MISCELLANEOUS PROVISIONS

6.1 Use of Agreement. This Agreement is entered into for purposes of settlement of all Claims. No settlement communications between the Parties

which occurred before this Agreement is executed by the Parties, or which occur afterward, shall be used in this or any other proceeding for any purpose whatsoever, unless the Parties agree in writing to the contrary.

6.2 Agreement No Admission. This Agreement reflects, among other things, the compromise and settlement of all claims arising out of the Litigation or the Claims. The Parties agree that neither this Agreement, nor any document prepared in connection with this Agreement, nor any action taken to carry out this Agreement is, may be construed as, or may be used as, an admission or concession by or against any Releasee concerning any alleged fault, wrongdoing, or liability whatsoever, nor shall anything related to this Settlement or Agreement be so construed or used to limit any claims of the Parties except as specifically addressed herein.

6.3 Non Disparagement Agreement. As a material inducement to entry into this Agreement, the Parties and their counsel agree not to disparage the other, nor to communicate to third parties comments intended or likely to enter the public domain that would disparage or injure the other within the business community. No Party shall at any time through public statement make any comment that has the reasonably foreseeable effect of disrupting, impairing, affecting or otherwise interfering with the business, operations, functioning or reputation of the other. Each of the Parties acknowledges that the purpose of this provision is to prevent expressions of opinion or thought that would tend to injure the business, operations, functioning, or reputation of the other Party. This provision is no bar, however, to counsel in the course of their professional

practice making such comments as are necessary in their opinion for the effective representation of a client. Nothing in this provision is intended to prevent the expression of thoughts or opinions that are privately given and not intended or likely to enter the public domain. This nondisparagement provision applies only to matters reasonably related to this Litigation, does not apply at all to individual Class members, and does not restrict any response or commentary required by court order or other legal process.

6.4 Cooperation between the Parties. The Parties shall cooperate fully with each other, and shall use their best efforts to obtain the Court's Preliminary Approval and Final Approval of this Agreement and all of its terms.

6.5 Written Notice to Parties. Where any Party's exercise of any right or discharge of any responsibility under this Agreement requires written notice, the Party shall serve such written notice on all other Parties as follows:

To A&Y:	Adorno & Yoss LLP George T. Yoss, Esq. 2525 Ponce de Leon Blvd. Coral Gables, Florida 33134
To A&Y's Counsel:	Hinshaw & Culbertson LLP Ronald L. Kammer, Esq. David P. Hartnett, Esq. 9155 S. Dadeland Blvd. Suite 1600 Miami, Florida 33156
To Class Counsel:	Patrick A. Scott, Esq. Richard Williams, Esq. 2800 Miami Center 201 South Biscayne Boulevard Miami, Florida 33131-4330

6.6 Governing Law. This Agreement is intended to, and shall be governed exclusively by, the laws of the State of Florida.

6.7 Entire Agreement. No representations, warranties, or inducements have been made to any of the Parties to this Agreement, other than those representations, warranties, and covenants set forth herein. There are no side or secret deals. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations, understandings, and agreements between the Parties shall be deemed merged into this Agreement. No waiver, modification, or amendment of the terms of this Agreement, made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment.

6.8 Construction of Agreement. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and, therefore, the terms of this Agreement are not intended to be construed against any Party by virtue of draftsmanship.

6.9 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties as defined herein. The individuals signing this Agreement on behalf of A&Y hereby represent and warrant that they have the power and authority to enter into this Agreement on behalf of A&Y, on whose behalf they have executed this Agreement, as well as the power and authority to

bind A&Y to this Agreement. Class Counsel and Plaintiffs executing this Agreement represent and warrant that they have the authority to enter into this Agreement on behalf of the Class, subject to Court approval.

6.10 Waiver. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

6.11 When Agreement Becomes Effective; Counterparts. This Agreement shall exist and become effective only upon its execution by A&Y, A&Y's Counsel, Plaintiffs, and Class Counsel. The Parties may execute this Agreement in counterpart, and execution in one or more counterparts shall have the same force and effect as if all Parties had signed the same instrument.

6.12 No Third Party Beneficiaries Except as Enumerated. It is expressly intended that all persons falling within the definitions of Releasees, A&Y, Original Plaintiffs, including specifically Henry Adorno, Esq., Mitchell Bloomberg, Esq., and Robin Campbell, Esq., as well as Eva Nagymihaly, Gordon Willitts, Kenneth Merker, Jean Prosper and Jocelyn Prosper, Judy Clark, Peter J. Clancy, Tenants and Taxpayers United for Fairness, Inc., and TTUFF, Inc. are Intended Third Party Beneficiaries of this Agreement, provided that they take no action to impair or hinder any aspect of the settlement as specified above. Except for those persons, this Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to

any third party as a beneficiary to this Agreement, except as expressly provided herein.

6.13 Further Acts. Each Party, upon the request of the other Party hereto, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

6.14 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of this Settlement or Agreement.

6.15 Facsimile Signatures. Any Party may execute this Agreement by signing their name on the designated signature block below, and transmitting that signature page via facsimile to all Counsel. Any signature made and transmitted by facsimile for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting their signature by facsimile.

6.16 Conflicts. In the event of conflict between this Agreement and any other document prepared pursuant to the settlement, the terms of this Agreement shall control. Nothing in this Paragraph restricts the authority of the Court.

6.17 Language. All applicable notices, forms and the web site referred herein shall be in English, Spanish, Creole and any other language deemed appropriate by the Court.

PLAINTIFFS AND CLASS REPRESENTATIVES:

BY: _____ DATE: _____
CARL MASZTAL, individually
and on behalf of the Class


BY: _____ DATE: _____
JOSEPH A. GRAUPIER, individually
and on behalf of the Class

BY:  _____ DATE: 3/10/08
JUANA MARTINEZ, individually
and on behalf of the Class

BY: _____ DATE: _____
MARISOL FERNANDEZ, individually
and on behalf of the Class

COUNSEL FOR THE CLASS:

BY: _____ DATE: _____
Richard L. Williams, Esquire

BY:  _____ DATE: 3/5/08
Patrick A. Scott, Esquire

PLAINTIFFS AND CLASS REPRESENTATIVES:

BY: _____ DATE: _____
CARL MASZTAL, individually
and on behalf of the Class

BY: _____ DATE: _____
JOSEPH A. GRAUPIER, individually
and on behalf of the Class

BY: _____ DATE: _____
JUANA MARTINEZ, individually
and on behalf of the Class

BY: *Marisol Fernandez* DATE: 3/10/08
MARISOL FERNANDEZ, individually
and on behalf of the Class

COUNSEL FOR THE CLASS:

BY: _____ DATE: _____
Richard L. Williams, Esquire

BY: *Patrick A. Scott* DATE: 3/5/08
Patrick A. Scott, Esquire

PLAINTIFFS AND CLASS REPRESENTATIVES:

BY: Carl Masztal DATE: 3/13/08
CARL MASZTAL, individually
and on behalf of the Class

BY: Joseph A. Graupier DATE: 3/11/2008
JOSEPH A. GRAUPIER, individually
and on behalf of the Class

BY: _____ DATE: _____
JUANA MARTINEZ, individually
and on behalf of the Class

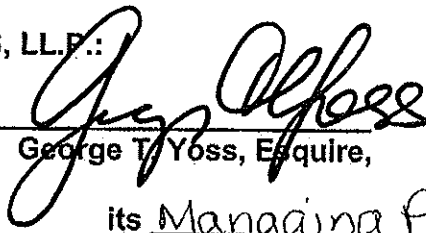
BY: _____ DATE: _____
MARISOL FERNANDEZ, individually
and on behalf of the Class

COUNSEL FOR THE CLASS:

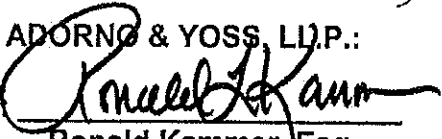
BY: Richard L. Williams DATE: 3/11/08
Richard L. Williams, Esquire

BY: Patrick A. Scott DATE: 3/5/08
Patrick A. Scott, Esquire

ADORNO & YOSS, L.L.P.:

BY:  DATE: 3/10/2008
George T. Yoss, Esquire,
its Managing Partner

COUNSEL FOR ADORNO & YOSS, L.L.P.:

BY:  DATE: 3/7/08
Ronald Kammer, Esq.