

IN THE CIRCUIT COURT
OF THE THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR HILLSBOROUGH COUNTY

MARION BARNER, TOM CARDILLO,
LENORE KOHN, SIDNEY KRONICK,
SYLVIA KRONICK, JAMES LACEY,
ABRAHAM J. PASTMAN, ADELLE
PASTMAN, ALMA D. PATTON,
THE ESTATE OF FRANK PATTON,
BY AND THROUGH LEE C. PATTON,
ADMINISTRATOR, JOHN
TODD and JEAN WOLFF,

GENERAL CIVIL DIVISION

CASE NO. 98-7697 (DIVISION I)

Plaintiffs,

vs.

KPMG PEAT MARWICK LLP and
WILLIAM WATHEN,

Defendants.

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,
SETTLEMENT FAIRNESS HEARING AND MOTION FOR
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

THIS NOTICE IS DIRECTED TO THE FOLLOWING PERSONS:

- 1. ALL PERSONS WHO PURCHASED 9% CUMULATIVE CONVERTIBLE PREFERRED STOCK – CLASS A – OF KELLER FINANCIAL SERVICES OF FLORIDA, INC. THAT WERE OFFERED AND SOLD PURSUANT TO AN OFFERING COMMENCING ON OR ABOUT JANUARY 22, 1996, AT A PRICE OF \$10 PER SHARE (THE “PREFERRED SHARES CLASS”), and**
- 2. ALL PERSONS WHO PURCHASED SECURED NOTES OF KELLER FINANCIAL SERVICES OF FLORIDA, INC. – SERIES AA – IN THE PRINCIPAL AMOUNT OF \$1,000 PER NOTE PURSUANT TO AN OFFERING THAT COMMENCED ON OR ABOUT JULY 7, 1995 AND CONCLUDED ON OR ABOUT DECEMBER 31, 1995 (THE “NOTE CLASS”).**

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO THE PROPOSED SETTLEMENT OF THIS CLASS LITIGATION AND CONTAINS IMPORTANT INFORMATION AS TO CLASS MEMBERS’ RIGHTS TO OBTAIN A SHARE OF THE SETTLEMENT DESCRIBED BELOW.

CLAIMS DEADLINE: CLAIMANTS MUST SUBMIT PROOFS OF CLAIM ON THE FORM ACCOMPANYING THIS NOTICE, POSTMARKED NOT LATER THAN APRIL 30, 2009.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, 800 E. Twiggs Street, Room 519, Tampa, Florida 33602 (the “Court”), that a settlement of the captioned case (the “Action”), in the amount of Three Million Nine Hundred Thousand Dollars (\$3,900,000) in cash (the “Settlement”) has been reached by the parties, which Settlement is subject to approval by the Court, and that a hearing (the “Settlement Fairness Hearing”) will be held on March 25, 2009 at 1:30 p.m., before the Honorable Ralph C. Stoddard, Circuit Court Judge to consider: (1) whether the Settlement described above should be approved by the Court as fair, reasonable and adequate; (2) whether an Order and Final Judgment should be entered approving the Settlement and dismissing this Action on the merits and with prejudice, as set

forth in the Stipulation and Agreement of Settlement (the “Stipulation”) dated December 30, 2008, on file with the Court; and (3) whether the application of Plaintiffs’ Counsel for the payment of attorneys’ fees and reimbursement of expenses is reasonable and should be approved.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the allegations in the Action, or the merits of the claims or defenses asserted. This Notice is merely to advise you of the settlement of the Action and of your rights in connection with the Settlement.

I.
DESCRIPTION OF THE ACTION

As previously detailed in the Notice of Pendency of Class Action, this Action was commenced on or about October 16, 1998, by the filing of Plaintiffs’ Class Action Complaint and Demand for Jury Trial (“Complaint”). The Action arises out of Plaintiffs’ purchases of the Preferred Shares and Series AA Secured Notes of Keller Financial Services of Florida, Inc., defined below. Defendants named in the action are KPMG Peat Marwick LLP (“KPMG”), the public accounting firm that audited the financial statements, and rendered reports thereon for Keller Financial Services of Florida, Inc. (“Keller”), and William Wathen, the KPMG partner in charge of the Keller audits in question.¹ At the time this lawsuit was commenced Keller was in bankruptcy proceedings in the United States District Court for the Middle District of Florida and was not named as a defendant.

The Complaint asserts two counts. The first count alleges negligent misrepresentations by KPMG and Wathen. Specifically, the Plaintiffs allege that KPMG was negligent in the course of its audit work for the 1994 financial statements of Keller and that KPMG failed to use reasonable care and conform to standards of care of independent auditors in the conduct of its audit, as required by Generally Accepted Auditing Standards (“GAAS”). Plaintiffs further allege that KPMG failed to use reasonable care in the course of subsequent reviews in connection with its 1994-1995 audit work and in consenting to the use of its 1994 audit opinion in offering materials for the Secured Notes and the Preferred Shares. The second count of the complaint alleges that Plaintiffs were third-party beneficiaries of KPMG’s engagement contract with Keller. Plaintiffs allege that KPMG breached its contract by failing to perform its audit in compliance with GAAS and that the Plaintiffs were harmed by reason of KPMG’s breach of its contract with Keller. KPMG in its Answer to the Complaint denied the truth of these allegations, denied being the cause of any injury suffered by Plaintiffs, and denied any failure to comply with professional standards.

The Action was brought on behalf of two separate sub-classes of Keller investors, the Preferred Shares Class, consisting of those persons who purchased 9% cumulative convertible preferred stock – Class A – of Keller (“Preferred Shares”) that were offered and sold pursuant to an offering commencing on or about January 22, 1996 at a price of \$10 per share (the “Preferred Shares Class”), and the Note Class, consisting of all persons who purchased Secured Notes of Keller, Series AA in the principal amount of \$1,000 per Note (“Secured Notes”), pursuant to an offering that commenced on or about July 7, 1995 and concluded on or about December 31, 1995 (the “Note Class”) (together with the Preferred Shares Class, the “Class”).² Only those who purchased the Preferred Shares or Secured Notes described above are included in this Settlement. Purchasers of other securities issued by other Keller entities other than the Preferred Shares or the Secured Notes are not part of the Class.

¹ “Defendants,” for purposes of drafting the Stipulation and the related Settlement documents only, is defined as, KPMG Peat Marwick LLP, its successors and assigns including KPMG LLP, and William Wathen.

² Excluded from the Class are: (i) the Defendants; (ii) any current or former partners, principals, directors, officers or employees of KPMG LLP, members of their immediate families and their legal representatives, heirs, successors or assigns, and any predecessors or successors of KPMG LLP; (iii) William Wathen and members of his immediate family and his legal representatives, heirs, successors or assigns; and (iv) any entity in which any defendant has or had a controlling interest. Also excluded from the Class are any putative Class Members who have excluded themselves from the Class by filing a request for exclusion in accordance with the requirements set forth in the Notice of Pendency of Class Action dated August 15, 2007.

II.
PROCEDURAL HISTORY OF THE CASE AND DISCOVERY

The Complaint was filed October 16, 1998, the Defendants moved to dismiss the Complaint on December 23, 1998, and that motion was denied on April 6, 1999. The Defendants answered and raised affirmative defenses on May 14, 1999. Plaintiffs moved to certify the class on May 14, 1999. That motion was granted on September 14, 1999 and reversed on appeal on October 6, 2000. The Plaintiffs renewed their motion to certify the class on October 19, 2000. The renewed motion was granted on December 6, 2000 and reversed on appeal on October 5, 2001. The Plaintiffs again renewed their motion to certify the class on May 12, 2006. The renewed motion was granted by Order entered January 3, 2007. The Defendants filed an appeal from that Order and on November 2, 2007, the Class Certification Order was *per curium* affirmed by the Second District Court of Appeal.

Notice of Pendency of Class Action (the “Notice of Pendency”) was mailed to all Class members who could be identified commencing on August 15, 2007. Any putative Class member who wished to be excluded from the Class was required to file an exclusion request postmarked on or before October 1, 2007. Any Class member who filed a request for exclusion in accordance with the requirements set forth in the Notice of Pendency shall be excluded and shall not participate in the Settlement. All other Class members will be bound by the terms of the Settlement.

This Action was vigorously contested by both sides. Substantial motion practice and briefing by both sides in connection with, among other things, Defendants’ Motion to Dismiss and Plaintiffs’ Motion for Class Certification and various discovery and other motions initiated by both sides took place. The Court conducted several hearings throughout the pendency of the Action, including a two-day evidentiary hearing concerning class certification. Before agreeing to this Settlement, Plaintiffs’ Counsel conducted an extensive investigation and discovery into the events and transactions underlying the claims alleged in the Complaint. Plaintiffs’ Counsel’s investigation included a review of the Company’s filings with the United States Securities and Exchange Commission (“SEC”), the offering materials for the Preferred Shares and Secured Notes and other promotional materials. Plaintiffs’ Counsel also reviewed hundreds of pages of audit workpapers produced by Defendants in this Action, including documents that the Defendants provided to the Bankruptcy Trustee for Keller in connection with the Bankruptcy Trustee’s action against KPMG, as well as transcripts of testimony taken by the Bankruptcy Trustee, which included testimony of certain employees and partners of KPMG. Plaintiffs’ Counsel have also taken and defended fourteen (14) depositions, including certain employees and partners of KPMG as well as the Class Representative Plaintiffs, and consulted with experts on forensic accounting and damages issues.

III.
THIS ACTION IS UNRELATED TO THE BANKRUPTCY CASE

Some Class members may be aware that the Bankruptcy Trustee for Keller Financial Services of Florida, Inc., Kevin O’Halloran, also entered into litigation in the bankruptcy court against KPMG on behalf of Keller. This Action is separate and apart from the proceedings in the bankruptcy court. As a result of the bankruptcy litigation against KPMG and others, certain members of the Note Class have received some payment on their Secured Notes. Members of the Preferred Shares Class have not received any payments out of the bankruptcy proceedings. While the claims in the instant Action are separate and distinct from the claims asserted in the bankruptcy litigation by the trustee, recoveries on behalf of members of the Note Class in the bankruptcy court may affect amounts ultimately recovered in this litigation. A Class member’s distribution from the Settlement Fund will be governed by the Plan of Allocation, as approved by the Court. A detailed explanation of the Plan of Allocation appears in Section VII of this Notice.

IV.
BACKGROUND OF THE SETTLEMENT

The proposed Settlement described herein is the product of extensive arm’s-length negotiations between the parties and one mediation session with an independent professional mediator for which Plaintiffs and Defendants each conducted an in-depth analysis of their respective positions which were set forth in their mediation statements prepared for the mediation. During these negotiations, both sides presented, among other things, their respective views regarding the merits, the defenses, the claims and the damages in the Action.

By the time this Settlement was reached, the Action had been pending for almost ten (10) years, much discovery of the facts, including depositions, exchange of documents, and interrogatory responses, had been completed, which revealed that the trial would involve a battle of accounting experts and difficult questions regarding reliance and the amount of damages sustained by the Class would also have been hotly contested issues at trial.

Accordingly, the decision to enter into this Settlement was made with extensive knowledge of the facts and circumstances underlying Plaintiffs' claims and the strengths and weaknesses of those claims. In determining to settle the Action, Plaintiffs' Counsel have evaluated the discovery undertaken in the litigation, potential recoverable damages, and taken into account the substantial expense and length of time necessary to prosecute the litigation through trial, post-trial motions and likely appeals, taking into consideration the significant uncertainties in predicting the outcome of this litigation. Plaintiffs' Counsel believe that the Settlement described herein confers substantial benefits upon the Class. Based upon their consideration of all of these factors, the Plaintiffs, and their counsel have concluded that it is in the best interest of the Plaintiffs and the Class to settle the action on the terms described herein.

Recognizing the uncertainty and the risk of the outcome of any litigation, and the difficulties and risks inherent in the trial of such an action, Plaintiffs desire to settle the claims of the Class against Defendants on the terms and conditions described herein which provide substantial benefits to the Class. Plaintiffs' Counsel deem such Settlement to be fair, reasonable and adequate to, and in the best interests of, the members of the Class.

The Defendants have denied all averments of wrongdoing or liability in the litigation and all other accusations of wrongdoing or violations of law. The Stipulation is not and shall not be construed or be deemed to be evidence or an admission or a concession on the part of any of the Defendants of any fault or liability or damages whatsoever, and the Defendants do not concede any infirmity in the defenses which they have asserted or intended to assert in the Action. The Defendants, while continuing to deny all allegations of wrongdoing or liability whatsoever, desire to settle and terminate all existing or potential claims against them, without in any way acknowledging any fault or liability.

The amount of damages, if any, which Plaintiffs could prove was a matter of serious dispute, and the Settlement's use of a Recognized Claim formula for distributing the Settlement proceeds does not constitute a finding, admission or concession that provable damages could be measured by the Recognized Claim formula. No determination has been made by the Court as to liability or the amount, if any, of damages suffered by the Class, nor on the proper measure of any such damages. The determination of damages, like the determination of liability, is a complicated and uncertain process, typically involving conflicting expert opinions. The Settlement herein is providing an immediate and substantial cash benefit and avoids the risks that liability or damages might not have been proven at trial.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE PLAINTIFFS' CLAIMS OR THE DEFENSES THERETO. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF A VIOLATION OF THE LAW OR THAT RECOVERY COULD BE HAD IN ANY AMOUNT IF THE ACTION WERE NOT SETTLED.

V.

TERMS OF THE SETTLEMENT

1. In full and complete settlement of the claims which have or could have been or could be asserted in this Action, and subject to the terms and conditions of the Stipulation, KPMG LLP has deposited or caused to be deposited into an escrow account for the benefit of Plaintiffs and the Class \$3,900,000 which has been earning interest for the benefit of the Class since January 30, 2009.
2. Pursuant to the Settlement, and on the Effective Date, Plaintiffs and the members of the Class on behalf of themselves, their heirs, executors, administrators, successors and assigns, shall release and forever discharge and shall forever be enjoined from prosecuting the Settled Claims (defined below) against any of the Released Parties (defined below).

3. “Settled Claims” means all claims (including “Unknown Claims,” as defined in California Civil Code Section 1542), demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, asserted or that might have been asserted, including, without limitation, claims for negligent misrepresentation, fraud, violations of any state or federal statutes, rules or regulations of or by the members of the Class as against the Released Parties, arising out of or relating in any way to Class Members’ purchases of Preferred Shares or Secured Notes of Keller and the allegations, transactions, facts, matters or occurrences, representations or omissions set forth in the Complaint, that have been or could have been asserted in the Action by the Class or any of them, or the successors and assigns of any of them, against the Released Parties, except claims relating to the enforcement of this Settlement.
4. “Released Parties” means: (i) KPMG Peat Marwick LLP, its predecessors, successors and assigns, including without limitation KPMG LLP, and any current or former partners, principals, directors, officers, employees, attorneys, agents, insurers, co-insurers, and reinsurers of any of them; and (ii) William Wathen.
5. If the Settlement is approved by the Court, the Court will enter an Order and Final Judgment dismissing the Action. The Settlement will become effective pursuant to the Stipulation, at such time as Orders entered by the Court approving the Settlement shall become final and not subject to appeal (the “Effective Date”).
6. Pursuant to the Settlement, and on the Effective Date, the Defendants, on behalf of themselves and the Released Parties, shall release and forever discharge each and every one of the Settled Defendants’ Claims, and shall forever be enjoined from prosecuting the Settled Defendants’ Claims as against Plaintiffs and their attorneys, and their heirs, executors, administrators, successors and assigns.
7. “Settled Defendants’ Claims” means any and all claims, demands, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Action by the Released Parties or any of them or the successors and assigns of any of them against any of the Plaintiffs or their attorneys, their heirs, executors, administrators, successors and assigns, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action except claims relating to the enforcement of this Settlement.
8. Upon approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Settlement Fund will be distributed as follows: (i) to pay costs and expenses in connection with providing initial Notice to the members of the Class and administering the Settlement on behalf of the Class; (ii) to pay Plaintiffs’ Counsel’s attorneys’ fees and reimbursement of expenses, with interest thereon (the “Fee and Expense Award”), if and to the extent allowed by the Court; (iii) to pay the remaining administration expenses and reasonable costs incurred in the preparation of any tax returns required to be filed on behalf of the Settlement Fund as well as the taxes (and any interest and penalties determined to be due thereon) owed by reason of the earnings of the Settlement Fund, and (iv) subject to the approval by the Court of the Plan of Allocation, which is set forth below, the balance of the Settlement Fund (the “Net Settlement Fund”), shall be distributed in accordance with the Plan of Allocation to Class members who submit valid, timely Proofs of Claim (“Authorized Claimants”). Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved. Payment from the Settlement Fund made pursuant to and in conformity with the Plan of Allocation, in the event of Court approval, shall be final and conclusive.

VI.

APPLICATION FOR ATTORNEYS’ FEES AND EXPENSES

Plaintiffs’ Counsel will apply to the Court, at the time of the Settlement hearing, for an aggregate award of counsel fees of up to thirty percent (30%) of the Settlement Fund, plus litigation costs and expenses.

The fees sought by Plaintiffs’ Counsel are customary in actions brought on a contingency fee basis, and Plaintiffs’ Counsel believe they are justified by the time and effort already invested in the prosecution of the Action, and the

result achieved, as well as the time and effort that will be required of Plaintiffs' Counsel prior to final approval of this Settlement. The expense reimbursement sought by Plaintiffs' Counsel consists of expenses actually incurred in the prosecution of the Action to date.

VII.

ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS

1. The Net Settlement Fund shall be distributed pursuant to the following Plan of Allocation to Authorized Claimants who file timely, acceptable Proofs of Claim.
2. Each Authorized Claimant shall be allocated a pro-rata share of the Net Settlement Fund based on his, her or its "Recognized Claim" compared to the total Recognized Claims of all Authorized Claimants. **THE RECOGNIZED CLAIM IS NOT THE AMOUNT OF YOUR RECOVERY. YOUR ACTUAL RECOVERY WILL BE LESS.**
3. **Preferred Shares**
With respect to the Preferred Shares of Keller purchased pursuant to an offering commencing on or about January 22, 1996, an Authorized Claimant's Recognized Claim shall be \$10 per share times the number of shares purchased.
4. **Secured Notes**
With respect to the Secured Notes of Keller purchased pursuant to an offering that commenced on or about July 7, 1995, and concluded on or about December 31, 1995, an Authorized Claimant's "Recognized Claim" shall be equal to 53.63%³ of the price paid for each Note (or \$536.30) times the number of Notes purchased.
5. The Recognized Claim is an amount that is used in determining the pro-rata amount of the Settlement Fund you will recover. **YOUR ACTUAL RECOVERY WILL BE LESS THAN YOUR RECOGNIZED CLAIM.**
6. In determining Recognized Claims, brokerage commissions and all other transaction costs shall be excluded from the calculation.
7. Keller Preferred Shares or Secured Notes acquired by means of a gift are not eligible to share in the Net Settlement Fund based on such acquisition.

VIII.

THE RIGHTS OF CLASS MEMBERS

The Court has previously certified this Action to proceed as a class action. Class members have the following rights pursuant to Rule 1.220 of the Florida Rules of Civil Procedure:

- (a) Class members may share in the proceeds of the Settlement, provided that you submit an acceptable Proof of Claim, as outlined in Section IX below.
- (b) In its Order of January 3, 2007, certifying the Class, the Court appointed certain of the Plaintiffs as Class Representatives in this action. The Note Class is represented by Plaintiffs Marion Barner, Sylvia Kronick, Adelle Pastman, and Lee C. Patton. The Preferred Shares Class is represented by Plaintiffs Tom Cardillo, James Lacey, and John Todd. Class members will be represented by the Class Representative Plaintiffs and their counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you do choose to do so, such counsel must file an appearance on your behalf on or before March 11, 2009, and must serve copies of such an appearance on the attorneys listed in Section XI of this Notice.

³ The Recognized Claim for the Secured Notes is discounted to reflect the recovery obtained by Secured Note holders in the Keller bankruptcy proceedings.

- (c) Class members may object to the Settlement, the Plan of Allocation or the attorneys' fees and/or expense application. Any Class member may appear in person or by counsel and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the Plan of Allocation or the application for an award of attorneys' fees and reimbursement of expenses, by following the procedures outlined in Section XI below.

IX.

FILING AND PROCESSING OF PROOFS OF CLAIM

IN ORDER TO BE ELIGIBLE TO RECEIVE ANY DISTRIBUTION FROM THE SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THE ENCLOSED PROOF OF CLAIM AND RELEASE FORM AND SEND IT BY PRE-PAID FIRST CLASS MAIL POSTMARKED NOT LATER THAN APRIL 30, 2009, ADDRESSED AS FOLLOWS:

In re Keller Audit Litigation Claims Administration
c/o Complete Claim Solutions, LLC
P.O. Box 24764
West Palm Beach, FL 33416
Tel: 1-877-465-1849
Email: Info@KellerAuditLitigationClaimsAdministration.com
Website: www.KellerAuditLitigationClaimsAdministration.com

IF YOU DO NOT FILE A PROPER PROOF OF CLAIM FORM, YOU WILL NOT BE ENTITLED TO ANY SHARE OF THE SETTLEMENT FUND.

IF YOU ARE A CLASS MEMBER, YOU WILL BE BOUND BY THE SETTLEMENT AND ORDER AND FINAL JUDGMENT OF THE COURT DISMISSING THIS LITIGATION, EVEN IF YOU DO NOT FILE A PROOF OF CLAIM.

All Proofs of Claim must be submitted by the date specified by this Notice unless such period is extended by Order of the Court.

Each Claimant shall be deemed to have submitted to the jurisdiction of the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, with respect to his, her or its claim.

X.

EXCLUSION FROM THE SETTLEMENT

Notice of the pendency of this Action as a class action was given to the members of the Class in August 2007. Class members were notified of their right to exclude themselves by filing a request for exclusion postmarked on or before October 1, 2007. Persons and entities who filed requests for exclusion may not share in this Settlement. Class members may no longer request exclusion at this time.

XI.

SETTLEMENT HEARING

At the Settlement Hearing, the Court will determine whether to finally approve this Settlement and Plan of Allocation and dismiss the Action and the claims of the Class. The Settlement Hearing may be adjourned from time-to-time by the Court without further written notice to the Class.

At the Settlement Hearing, any Class member who has not properly filed a request for exclusion from the Class may appear in person or by counsel and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the Plan of Allocation, or the application for an award of attorneys' fees and reimbursement of expenses, provided, however, that in no event shall any person be heard in opposition to the Settlement, Plan of Allocation, or Counsel's application for an award of attorneys' fees and reimbursement of expenses and in no event shall any paper or brief submitted by any such person be accepted or considered by the Court, unless, on or before March 11, 2009 such person (a) files with the Clerk of Court notice of such

person's intention to appear, together with a statement that indicates the basis for such opposition, along with any documentation in support of such objection, and (b) simultaneously serves copies of such notice, statement and documentation, together with copies of any other papers or briefs such person files with the Court, including the identity of any witnesses to be called and any exhibits to be offered in evidence, in person or by mail upon Plaintiffs' Counsel:

Michael J. Pucillo, Esq.
Wendy H. Zoberman, Esq.
Berman DeValerio Pease Tabacco
Burt & Pucillo
4280 Professional Center Drive
Suite 350
Palm Beach Gardens, FL 33410

and upon Defendants' Counsel:

Edward A. Marod, Esq.
EDWARD A. MAROD, P.A.
Suite 750
400 South Australian Avenue
West Palm Beach, FL 33401

Unless otherwise ordered by the Court, any Class member who does not make his, her or its objection or opposition in the manner provided shall be deemed to have waived such objection. **Class members do not need to attend the Settlement Hearing.**

XII.
FURTHER INFORMATION

- A. The pleadings and other records of the Class Action may be examined and copied at any time during regular office hours at the Office of the Clerk, Circuit Court, Thirteenth Judicial Circuit, 800 E. Twiggs Street, Tampa, Florida 33602.
- B. ALL INQUIRIES CONCERNING THIS NOTICE OR THE PROOF OF CLAIM FORM BY CLASS MEMBERS SHOULD BE MADE TO THE CLAIMS ADMINISTRATOR IN WRITING AT THE ADDRESS LISTED IN SECTION IX OF THIS NOTICE OR BY CALLING 877-465-1849. DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF THE COURT FOR INFORMATION OR ADVICE.

DATED: January 22, 2009

Clerk of Court
Thirteenth Judicial Circuit