

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TINA BROWN, individually and on behalf
of others similarly situated, FIRST HOME
BUILDERS OF FLORIDA, a Florida
partnership, on its own behalf and on behalf
of other general contractors similarly
situated and LEE BUILDING INDUSTRY
ASSOCIATION, INC., a Florida corporation,
on its own behalf and on behalf of its members
and others similarly situated,

Plaintiffs,

v.

CASE NO. 01-011623-CA-H

LEE COUNTY, FLORIDA,

“CLASS REPRESENTATION”

Defendant.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU ENTERED INTO A WRITTEN CONTRACT TO CONSTRUCT A HOME OR
OTHER DWELLING BEFORE DECEMBER 1, 2001 AND LATER PAID THE LEE COUNTY
SCHOOL IMPACT FEE, YOUR RIGHTS MAY BE EFFECTED BY A PROPOSED
SETTLEMENT OF THE CLASS ACTION.

The Circuit Court in and for the Twentieth Judicial Circuit in and for Lee County,
Florida, authorized this Notice. This is not a solicitation from a lawyer.

Summary of Proposed Settlement

- There is a proposed settlement of the class action lawsuit known as TINA BROWN, individually and on behalf of others similarly situated, FIRST HOME BUILDERS OF FLORIDA, a Florida partnership, on its own behalf and on behalf of other general contractors similarly situated and LEE BUILDING INDUSTRY ASSOCIATION, INC., a Florida corporation, on its own behalf and on behalf of its members and others similarly situated, Plaintiffs, vs. Lee County, Florida, Case No. 01-011623-CA-H filed in the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida.

- The terms of the proposed settlement are that the Defendant shall cause to be deposited a total of One Million & No/100 (\$1,000,000.00) into an interest bearing account and, after payment of attorneys' fees and costs, the amount remaining will be administered by a Settlement Administrator or Special Master for the purpose of resolving all claims regarding the payment of school impact fees.
- The class of potential claimants for payments from the class fund will be those of homeowners or contractors who entered into contracts for the construction of residential structures in Lee County, Florida, prior to December 1, 2001 who were required to pay a school impact fee under the provisions of County Ordinance 01-21 for the residential unit that was the subject of the contract.
- For a contract of a homeowner or contractor to be initially eligible for consideration of payment from the class fund, they must be able to identify a written contract for the construction of a residence or unit which was fully executed prior to December 1, 2001 and upon which a school impact fee was paid.
- The total of payments for which any homeowner or contractor may receive from the class fund shall not exceed the actual amount of school impact fees which were paid for the residential unit, i.e. \$2,232.00 for a single family residency; \$691.00 for a multi-family residency, duplexes and two-family attached homes or townhouses and \$425.00 for mobile homes.
- Under the terms of the agreement, a Settlement Administrator or Special Master will create a formal process for and make determination of which class members, based upon the terms of their respective contracts, are entitled to share in the proceeds and to what extent they are entitled to share in the proceeds of this litigation, all of which will be subject to Court approval. It is anticipated that in so doing, a Settlement Administrator or Special Master shall create categories of contracts entitling the class members to reimbursement, along with a priority of right to reimbursement based upon those categories. All expenses of the administration, including fees paid to a Settlement Administrator and/or Special Master, attorneys' fees and costs of litigation shall be paid out of the class fund prior to payment to class members.
- In the event that there are still funds within the Class Fund after all entitled claimants have been paid, the settlement administrator and/or special master shall submit a proposed plan to the Court for distribution of the surplus. Notwithstanding the limitations imposed in paragraph 5 above, any additional funds remaining after all class members have been paid may be distributed amongst all class members as interest on the impact fee previously paid. Any such plan shall be subject to Court approval.

Summary of Class Members' Rights and Options under the Proposed Settlement	
Comment on the Proposed Settlement	Write to the Court about why you support or oppose the settlement
Go to a Hearing	Ask to speak to the Court about the proposed Settlement

Basic Information

1. Why Did I Get This Notice?

You received this notice because it is believed that you signed a contract prior to December 1, 2001 to construct a residential structure in Lee County, Florida, and may have paid school impact fees upon that contract.

2. What Are The Lawsuits About?

The lawsuit claims that the county ordinance that required you to pay an impact fee on a contract that you had already executed was unconstitutional in that the enactment of the ordinance impaired the obligation of your contract, requiring you to pay more funds to have your home built than what were contemplated at the time that you entered into the contract to build the home.

3. Why Is This a Class Action?

This is a class action because Lee County required all home builders and contractors to pay the school impact fee.

4. How Do I Know if I am Included In The Proposed Class Action?

You are a member of the Settlement Class if you both signed a contract prior to December 1, 2001 to construct a residential structure in Lee County, Florida, and paid school impact fees upon that contract.

5. Am I Automatically Entitled To Recover Because I Signed a Contract Before December 1, 2001 and Paid The School Impact Fee?

No. Not every contract or contracting party is entitled to recover. The right to recover will depend on the terms of your written contract.

6. What Does The Proposed Settlement Provide?

The Defendants shall cause to be deposited a total of One Million & No/100---- (\$1,000,000.00)---- into an interest bearing bank account (hereinafter referred to as the “Class Fund”) to be created by the Settlement Administrator and/or Special Master, for the purpose of resolving all remaining claims. This amount will be in full satisfaction of all liability or claims against the Defendants arising out of the matters which are the subject of this action, including any costs or attorney’s fees.

7. How Are Payments Determined?

A Settlement Administrator and/or Special Master appointed by the Court will determine whether a claim is reasonable, valid and payable from the Settlement Fund based on information contained in any contracts signed prior to December 1, 2001. The Settlement Administrator and/or Special Master is a neutral party, not affiliated with either Plaintiffs or Defendant. The Settlement Administrator and/or Special Master, subject to Court approval, has complete and final authority to determine the amount to be paid on each claim.

8. Are There Any Limits On The Amount I Can Recover?

A Settlement Administrator and/or Special Master unrelated to any party in this lawsuit will administer the settlement. The Settlement Administrator and/or Special Master will review all claims submitted and determine whether they are valid, reasonable and payable.

The total of payments for which any homeowner or contractor may receive from the class fund shall not exceed the actual amount of school impact fees which were paid for the residential unit, i.e. \$2,232.00 for a single family residency; \$691.00 for a multi-family residency, duplexes and two-family attached homes or townhouses and \$425.00 for mobile homes.

9. What Happens If There Is Money Left Over In The Settlement Fund?

In the event that there are still funds within the Class Fund after all entitled claimants have been paid, the settlement administrator and/or special master shall submit a proposed plan to the Court for distribution of the surplus. Notwithstanding the limitations imposed in paragraph 8 above, any additional funds remaining after all class members have been paid may be distributed amongst all class members as interest on the impact fee previously paid. Any such plan shall be subject to Court approval.

10. Do I Have To Do Anything Now?

No, unless you object to the settlement.

Commenting On The Proposed Settlement

11. Can I Comment On, Or Object To, The Proposed Settlement?

If you have comments about, or disagree with, any aspect of the Proposed Settlement, you may express your views to the Court in writing. The written response should include your name, address, telephone number and a brief explanation of your comment or reason for objection. The document **must** be signed to ensure the Court's review. The document must be filed and received by the Clerk of Circuit Court on or before **Thursday, August 13, 2009** at the following address:

Clerk of Circuit Court
Attention: Civil Division
Post Office Box 310
Fort Myers, FL 33902

Your document must clearly state that it relates to Civil Case No. 01-011623-CA-H.

You must also send a copy of your comment or objection by first class mail to Class Counsel listed below, so that it is received not later than **Thursday, August 13, 2009**:

Jeffrey R. Garvin, P.A.
Garvin Law Firm
7800 University Pointe Drive, #100
Fort Myers, FL 33908

12. Who Are The Attorneys Appointed To Represent The Settlement Class?

The Court has appointed the following attorney as Class Counsel to represent the Settlement Class:

Jeffrey R. Garvin, P.A.
Garvin Law Firm
7800 University Pointe Drive, #100
Fort Myers, FL 33908

13. Will Attorneys' Fees Be Paid?

Since the lawsuit began, Class Counsel has devoted substantial resources and expenditures in addressing the issues raised by the payment of school impact fees on behalf of Class Members. This has been done on purely a contingent fee basis, and Class Counsel has received no compensation for his services or reimbursement of his expenses. As part of the proposed Settlement, Class Counsel will ask the Court to approve an amount of attorneys' fees not to exceed forty percent (40%) of the Settlement Fund and for reimbursement of expenses. Because this case involved complex legal issues and was heavily defended by multiple governmental agencies, the amount to be requested as attorneys' fees is substantially less than the amount supported by hourly fee records. Class Counsel will not ask to be paid the full amount of its expended attorneys' fees to insure that those entitled to a refund will receive a substantial portion of the school impact fee paid.

14. Should I Get My Own Lawyer?

No. You do not need to hire your own lawyer. However, if you want your own lawyer to speak for you or appear in Court, that lawyer must file a Notice of Appearance. Hiring a lawyer to appear for you in the lawsuit will be at your own expense.

15. When And Where Will The Court Decide On Whether To Grant Final Approval Of The Proposed Settlement?

The Circuit Court in and for Lee County, Florida will hold a Final Approval Hearing on **Thursday, August 27, 2008 at 1:30 P.M.** to consider whether the proposed Settlement is fair, reasonable and adequate. At the Hearing, the Court will decide whether to approve the proposed Settlement and the request for attorneys' fees and reimbursement of expenses. If comments or objections have been timely received, the Court will consider them at this time.

Note: The Hearing may be postponed to a different date without additional notice. Updated information will be posted at www.garvinlegal.com

16. Must I Attend The Final Approval Hearing?

Attendance is not required, even if you properly mailed a written response. If you or your personal attorney still want to attend the Hearing, you are welcome to do so at your expense. However, it is not necessary that either of you attend. As long as your comment or objection was postmarked before the deadline, the Court will consider it.

17. Where Do I Obtain More Information?

You can look at and copy the legal documents filed with the Circuit Court at any time during regular office hours at the Lee County Circuit Court, Lee County Justice Center, 1700 Monroe Street, Fort Myers, FL 33901.

In addition, if you have any questions about the lawsuit or this Notice, you may:

- Visit the www.garvinlegal.com website