

Memorandum



Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

R.A. Cuevas, Jr.
County Attorney

Subject: Settlement Agreement between Miami-Dade County and RGN Properties, Inc. et al.

Agenda Item No. 12(A)(2)

Recommendation

It is recommended that the Board of County Commissioners ("Board") authorize settlement of the class action litigation in the case styled *RGN Properties, Inc. vs. Miami-Dade County* on the terms and conditions specified in the attached Settlement Agreement subject to the approval of the United States Department of Housing and Urban Development ("HUD") and the Court. It is further recommended that the Board waive the requirements of Resolution No. R-130-06.

Scope

The Settlement Agreement only applies to those Section 8 landlords who meet the Class Action definition. Those landlords are located across the County.

Fiscal Impact/Funding Source

The fiscal impact to the County is estimated to be up to \$1,219,000 and shall be paid from the County's general funds. HUD has prohibited the County from using its Section 8 administrative fees or any other federal funds to settle this case.

Track Record/Monitor

Not applicable.

Background

The Plaintiffs brought a putative class action lawsuit styled: *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420. This class action lawsuit alleged that the County failed to timely pay initial housing assistance payments to the owners of low-income housing units under the Section 8 Housing Choice Voucher Program and also alleged that the County failed to pay late payment penalties to the Plaintiffs as required by the U.S. Housing Act and the Section 8 regulations. The class is defined as: "All owners of residential property in Miami-Dade County who have entered into a lease with a low-income tenant and a PHA contract with MDHA from April 29, 2000 to the present were MDHA has not paid the initial rental payment until after the first two calendar months of the first day of the initial term of the lease and for which MDHA has not paid a penalty."

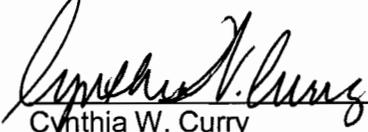
The class has not been certified by the Court, which the parties anticipate will be done at a future court hearing. Although the class had not been certified, the Plaintiffs and the County agreed to submit the case to a mediator. As a result of the mediation, the Plaintiffs and the County agreed to the terms and conditions set forth in the proposed Settlement Agreement, which is attached hereto as Exhibit "1," subject to the approval of the Board, the HUD and the Court.

The Settlement Agreement includes, but is not limited to the following terms:

- \$1.15 million (“Common Fund”) will be disbursed to the putative class pursuant to the terms and conditions of the Settlement Agreement.
- A minimum of \$500,000 will be set aside to pay the class members. In the event the amount of the overall claims equals or exceeds \$500,000, but are less than the total Common Fund, excluding attorney’s fees and cost, then the remainder of the Common Fund will be set aside by the County to use to pay future late fees to Section 8 landlords.
- The class counsel will also file an application for attorney’s fees and costs to the Court for an amount not to exceed \$275,000. The attorney’s fees will be paid from the Common Fund.
- \$10,000 will be paid to the class representative, RGN Properties, Inc.
- The County agrees that it will provide an orientation to the Section 8 landlords, which will include guidance on the steps they will have to make a claim for a late fee.
- Although the Section 8 regulations prohibit public housing authorities (“PHAs”) from requiring owners to use a specific form lease agreement, the regulations authorize PHAs to create a form lease agreement and to give the owners the option to either use the PHA-created form lease or to use their own. The parties have agreed to a standard form lease, which is attached to the proposed settlement agreement.
- The parties have agreed upon a claims administrator, CAC Services Group, LLC. (“CAC”). The County will enter into an agreement with CAC and payment for their services will be in addition to the funds set aside to settle the lawsuit. CAC’s proposed cost for their services will be approximately \$59,000.

It is therefore recommended that this Board approve the settlement of the pending class action litigation with the Plaintiffs on the terms described herein and in the Settlement Agreement, subject to the approval of HUD and the Court. It is further recommended that the Board waive the requirements of Resolution No. R-130-06, which requires that all agreements be fully negotiated and executed by the non-County party prior to being placed on the Board’s agenda since neither party to the Settlement Agreement can execute the agreement until both HUD and the Court have approved it.

Attachment



Cynthia W. Curry
Senior Advisor to the County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 12(A)(2)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(2)
6-30-09

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT RESOLVING PENDING CLASS ACTION LITIGATION RELATED TO RGN PROPERTIES, INC. VERSUS MIAMI-DADE COUNTY, SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE COURT; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO ALLOCATE UP TO \$1,219,000 TO FUND THE SETTLEMENT AGREEMENT; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby:

Section 1. Approves the execution of a Settlement Agreement of the pending class action litigation styled *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420, in substantially the form attached hereto and made a part hereto, subject to the approval of the United States Department of Housing and Urban Development and the Court, and authorizes the Mayor or Mayor's designee to allocate up to \$1,219,000, which is inclusive of amount to be paid to the class representative and class members, the claims administrator, and attorney's fees and costs; and authorizes the Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County.

Section 2. Waives the requirements of Resolution No. R-130-06.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|---------------------------------|--------------------|
| Dennis C. Moss, Chairman | |
| Jose "Pepe" Diaz, Vice-Chairman | |
| Bruno A. Barreiro | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairman thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

EXHIBIT "1"

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

RGN PROPERTIES, INC., a
Florida corporation on behalf
of itself and all other similarly situated,

CASE NO: 05-16420 CA 06

Class Representation

Plaintiffs,

v.

MIAMI-DADE COUNTY,

Defendant.

_____ /

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered as of _____, 2009, by and among Defendant Miami-Dade County (the "County"), and RGN Properties, Inc. (referred to as "RGN" or "Named Plaintiff"), for itself and on behalf of the Settlement Class as defined below, acting by and through their undersigned counsel.

RECITALS

WHEREAS, RGN brought a putative class action styled: *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420, individually and on behalf of others similarly situated in Florida, alleging, *inter alia*, that the County failed to timely pay initial housing assistance payment due to the owners of low-income housing units. RGN brought this putative class action on behalf of owners of low-income housing who allegedly did not timely receive the initial housing assistance rental payments and brought counts for violations of 42 USC § 1983, breach of contract, and sought injunctive relief; and

WHEREAS, this action was filed on August 11, 2005 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; and

WHEREAS, the County disputes the claims raised in this action as to the facts and the law, and the County has denied, and continues to deny, any liability to the Named Plaintiff or any member of the proposed Settlement Class; and

WHEREAS, the Parties wish to settle the Subject Lawsuit to avoid the uncertainties and risks of trial, to avoid further expenses, inconveniences, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgments contemplated by this Agreement so as to settle and put to rest the matters raised by the Subject Lawsuit; and

WHEREAS, Named Plaintiff's Counsel have conducted investigations and negotiations and, considering the benefits of the Settlement and the risks of litigation, have concluded that it is in the best interest of the Named Plaintiff and the Settlement Class to enter into this Settlement Agreement. The Named Plaintiff and its counsel agree that this Agreement is fair, reasonable, and adequate with respect to the interests of the Named Plaintiff and the Settlement Class (as defined below), and should be approved by the Court pursuant to Florida Rule of Civil Procedure 1.220(e).

AGREEMENTS AND RELEASES

In consideration of the premises and mutual promises, covenants and warranties contained in this Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties now acknowledge, the Parties agree as follows:

1. RECITALS

The foregoing recitals are true and correct and made part of this Agreement.

2. DEFINITIONS

The following terms shall have the meanings set forth below:

2.1 “Business Day” means a day of the year which is not Saturday, Sunday, or a legal holiday as interpreted under Florida Rule of Civil Procedure 1.090.

2.2 “Class Member” shall mean a member of the Settlement Class.

2.3 “Class Period” shall mean the period of time commencing on April 29, 2000 and ending on the date of Court’s preliminary approval of this Settlement.

2.4 “HAP Contract” shall mean the Section 8 Housing Assistance Payment contract.

2.5 “Lead Class Counsel” shall mean Sarah C. Engel and Lance A. Harke of Harke & Clasby LLP.

2.6 “Common Fund” shall be the monies provided for payments to the Class and for Plaintiff’s Counsel’s attorney’s fees. The Common Fund shall total \$1,150,000.00. The County shall pay for the entire Common Fund.

2.7 “Court” shall mean Circuit Judge Scott J. Silverman, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or the Circuit Judge to whom this matter is transferred should Judge Silverman be unavailable.

2.8 “Defendant” or “County” shall mean and include Miami-Dade County, a political subdivision of the State of Florida, and all of its departments and instrumentalities.

2.9 “Defendant’s Counsel” shall be the County Attorney’s Office.

2.10 “Final Approval Date” shall mean the date upon which the Circuit Court of the Eleventh Circuit in and for Miami-Dade County enters the Final Order in this case.

2.11 “Final Approval Order” shall mean the Court’s entry of the Final Judgment approving this Agreement provided for by paragraph 7.

2.12 “Late Payment Penalty(ies)” shall mean that certain payment that is required and authorized by the U.S. Housing Act of 1937, 24 C.F.R. part 982 and the HAP Contract for untimely initial housing assistance payments by the County.

2.13 “MDHA” shall mean the Miami-Dade Housing Agency, a department of the County.

2.14 “Named Plaintiff” shall mean RGN Properties, Inc.

2.15 “Opt-Out Request” shall mean the request for exclusion that must be sent to Lead Class Counsel and Defendant’s Counsel as provided for in subparagraph 6.1.

2.16 “Parties” shall collectively mean Defendant and the Named Plaintiff.

2.17 “Plaintiff Class” shall mean the Settlement Class.

2.18 “Plaintiffs’ Counsel” shall collectively mean Sarah C. Engel and Lance A. Harke of Harke & Clasby LLP and Jennifer Zawid, Esq.

2.19 “Preliminary Approval” shall mean the Court’s order approving this Settlement Agreement without any modification on the date of entry of the Preliminary Approval Order attached as Exhibit “A” to this Agreement.

2.20 “Released Claims” shall mean the claims identified in subparagraph 12.1 and subparagraphs 12.1.1 through 12.1.3.

2.21 “Section 8” or “Section 8 Program” shall mean the Section 8 Housing Choice Voucher Program.

2.22 “Settlement Class” shall mean a class to be certified by the Court pursuant to this Settlement Agreement solely for the purpose of effectuating this Settlement Agreement, as provided for in subparagraph 4.3. The Settlement Class shall exclude (a) those persons who opt

out of this Agreement as identified in the Notice of Class Action Opt-Out filed by Lead Class Counsel pursuant to subparagraph 6.2; and (b) Plaintiffs' Counsel and their employees.

2.23 "Subject Lawsuit" shall mean the following action in the Circuit Court of the Eleventh Circuit in and for Miami-Dade County, Florida: *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420.

3. APPROVAL OF THE COUNTY AND HUD

This settlement has been approved by the County and the United States Department of Housing and Urban Development ("HUD").

4. CLASS CERTIFICATION

4.1 The County has agreed that this action shall proceed as a class action, as more particularly described in this Agreement.

4.2 The Named Plaintiff, Lead Class Counsel, and Plaintiffs' Counsel agree to recommend approval of this Settlement Agreement by the Court and to recommend participation in the settlement by members of the Settlement Class. The Parties further agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court or otherwise, to effectuate the terms and purposes of this Settlement Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to the Final Approval Order.

4.3 For purposes of this Settlement Agreement, the term "Settlement Class" refers to a class to be certified by the Court pursuant to this Settlement Agreement solely for the purpose of effectuating this Settlement Agreement and is defined as follows:

All owners of residential property in Miami-Dade County who have entered into a lease with a low-income tenant and a HAP contract with Miami-Dade from April 29, 2000 to the present where Miami-Dade has not paid the initial rental payment until after the first two calendar months

of the first day of the initial term of the lease and for which Miami-Dade has not paid a penalty.

5. NOTICE OF PROPOSED CLASS SETTLEMENT

5.1 Within fifteen (15) days of Preliminary Approval of this Settlement Agreement, the Parties agree to provide notice of the proposed Class Settlement to the Settlement Class as required by Fla. R. Civ. P. 1.220(e) and the Court. The Parties will recommend to the Court that notice be provided to the Settlement Class as follows:

5.1.1. The Parties have agreed to retain CAC Services Group, LLC (“Administrator”) to administrate the Settlement. The County shall provide a list of identifiable Class Members to the Administrator.

5.1.2. The Administrator will send the Class Notice to all identifiable Class Members via U.S. Mail, postage prepaid, in substantially the form attached hereto as Exhibit “B,” along with a Claim Form within ten (10) days of preliminary approval.

5.1.3. The Administrator shall also send Notice to any and all persons or entities who request a Notice and Claim Form as a result of the Notice published according to ¶ 5.1.4.

5.1.4. In addition to direct mail notice to all known Class Members, Class Members shall receive notice by summary publication notice on two (2) consecutive daily editions of the The Miami Herald, El Nuevo Herald, and the Daily Business Review in a form substantially similar to Exhibit “C.”

5.1.5. The County, as part of its agreement with the Administrator, agrees to pay for all notice and publication costs in addition to the Common Fund.

5.1.6. The County will post the Class Notice and any orders regarding the settlement on its website at www.miamidade.gov/housing/. The website will display: (i) a long version of the Class Notice, substantially in the form attached as Exhibit “D,” (ii) electronic versions of the Preliminary Approval Order and Settlement Agreement (with its exhibits), (iii) a listing of Frequently Asked Questions, as identified in Exhibit “E” attached to this Agreement, and (iv) the Claim Form.

6. OPT-OUT PROCEDURE AND OBJECTIONS

6.1 Any Class Member may be excluded from the Class by mailing a written request for exclusion to the address provided in the Notice, which must be personally signed by the Class Member and postmarked no later than thirty (30) days before the date of the Final Approval Hearing. The Class Member requesting to opt-out of the Class must also file a written request for exclusion with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing. The Class Member must perform both of the above requirements in order to successfully opt-out of the Class. Failure to do both will cause the Class Member to be bound by all terms of the Agreement and by all proceedings, orders, and judgments relating to the Settlement.

6.2 Lead Class Counsel shall file a Notice of Class Action Opt-Out, listing the names of all persons or entities who submitted an Opt-Out Request not more than fifteen (15) days prior to the Final Approval Hearing.

6.3 Any Class Member who wishes to object to the fairness, adequacy, or reasonableness of this settlement, or the amount of attorney’s fees sought by Lead Class Counsel, must file with the Clerk of Court, and serve on the Parties’ Counsel, on or before thirty (30) days

prior to the final fairness hearing, a statement of objection, as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of the objection. Individual Class Members may do so either on their own or through an attorney hired at their own expense. If a Class Member hires an attorney to represent the Class Member, the attorney must:

6.3.1. File a Notice of Appearance with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing or as the Court may otherwise direct; and

6.3.2. Serve a copy of such notice of appearance on Lead Class Counsel and Defendant's Counsel.

6.4 Any Class Member who files and serves a written objection, as described herein, may appear at the Settlement Hearing either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement or petition for attorneys' fees and costs. Class Members or their attorneys intending to make an appearance at the Final Approval Hearing must serve on Lead Class Counsel and Defendant's Counsel, and file with the Court no later than thirty (30) days prior to the Final Approval Hearing, a notice of intention to appear. Any Class Member who 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 separately and/or to object, and shall be bound by all terms of the Agreement and by all proceedings, orders, and judgments relating to the Settlement.

7. FINAL COURT APPROVAL

No later than seventy (70) days after the Preliminary Approval, the Parties shall jointly move for the Court's final approval of this Settlement, and agree to use their best efforts to obtain such approval. If any person appeals the Court's order of final approval of the Settlement, the Parties will use their best efforts to defend the Final Approval.

8. TERMINATION

8.1 The Parties agree that, if final approval of the Settlement Agreement is not achieved, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties in this action, and the Parties further agree to jointly move the Court to vacate all Orders issued pursuant to the Settlement.

9. FINAL JUDGMENT

The Parties shall file with the Court in the Subject Lawsuit an agreed Final Approval Order (dismissing all claims with prejudice), substantially in the form attached as Exhibit "F." The Final Approval Order shall be filed by the Named Plaintiff prior to the hearing for Final Approval.

10. CLASS RELIEF

As a Compromise Settlement of the Subject Lawsuit, and in exchange for the releases and covenants contained herein, the Parties agree as follows:

10.1 Purpose of Settlement. The Agreement is being entered into by the Parties to settle and compromise any and all disputes between them as described herein. No finding has been made that the County has engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law or regulation in any respect.

10.2 Creation of Common Fund. As consideration for the Agreement, the County will fund, pursuant to Paragraph 2.5 above, the Common Fund (as previously described) which will total \$1.15 million to be disbursed in accordance with the Agreement. At all times prior to transfer for disbursement by the Administrator, the Common Fund will be held by the County and will be treated as allocated designated funds. The County will transfer the Common Fund to the Administrator, pursuant to the agreement between the County and the Administrator, within thirty (30) days after the Final Approval Order for disbursement in accordance with the Agreement. None of the Common Fund shall be disbursed by the Administrator until after the expiration date described in subsection 10.3.1.

10.2.1. In the event that the claims filed by the Class Members under this Settlement exceed the amount of the Common Fund (minus attorneys' fees, costs, and the Named Plaintiff's Incentive Award), the amounts actually paid to Class Members will be reduced pro rata, such that the total amount of the claims paid exhausts the total Common Fund, minus attorneys' fees, costs, and the Named Plaintiff's Incentive Award.

10.2.2. In the event that the County determines that the total amount of the accepted claims under the Settlement is less than Five Hundred Thousand Dollars 00/100(\$500,000.00), the amounts actually paid to class members will be increased pro rata, such that the total amount of claims paid equals Five Hundred Thousand Dollars 00/100 (\$500,000.00), and any remaining amount in excess of Five Hundred Thousand Dollars 00/100 (\$500,000.00) shall revert to the County and shall be used for the purposes set forth in subsection 10.2.3.

10.2.3. In the event that the amount of the accepted claims under this Settlement equals or exceeds Five Hundred Thousand Dollars 00/100 (\$500,000.00), but is less than the total amount of the Common Fund (minus Plaintiff's Counsels' attorney's fees, costs, and the Named Plaintiff's Incentive Award), then County or its designee, successor or contractor shall create a designated separate fund to be used to pay any future Late Payment Penalties owed to Section 8 Housing owners, whose housing assistance payments have not been paid timely..

10.3 Late Payment and Claim Form. Each Class Member shall be required to complete and submit a claim form to request a portion of the Common Fund.

10.3.1. Class Members, their successors, or personal representatives shall have no less than ninety (90) days from the date of Preliminary Approval to submit a Claim Form. Only Class members or their successors or personal representatives shall have the right to seek a Late Payment Penalty . The right to a Late Payment Penalty shall not be assignable except to a Class Member's personal representative upon the death of a Class Member or to a Class Member's successor in-interest upon the transfer of all or substantially all of the property and assets of a Class Member to the successor, and such personal representative or successor-in-interest shall be treated as the Class Member under the Agreement.

10.3.2. The Claim Form shall be in substantially the same form as Exhibits "B" and "C." The Claim Form must provide the Class Member with the address of the property which is the subject of the Class Member's

potential entitlement to a Late Payment Penalty, the date of the first day of the initial terms of the lease, the date the initial payment was made, and the number of days between those two dates as reflected by the County's records. Further, the Class Member will be provided an opportunity to dispute entitlement to and the amount of the Late Payment Penalty and provide specific documentation indicating why the Class Member deserves an amount that is different from that designated by the County. Only certain documentation is suitable to be submitted. This documentation includes, but is not limited to: 1) a copy of the HAP contract indicating a start date, and 2) a copy of the initial check from the County provided pursuant to the HAP contract. In the event that the Class Member does not have the documentation referenced in items (1) and (2) above, then the County, in its reasonable discretion, reserves the right to accept or request any and all additional substantiating documentation.

10.4 Allocation Plan. Payments to Class Members shall be made pursuant to a Plan of Allocation attached hereto as Exhibit "G." Miami-Dade shall have no right to comment on or oppose the Plan of Allocation.

10.5 Injunctive Relief. As consideration for the Agreement, the County, going forward, will also provide the following injunctive changes:

10.5.1. Prior to any owner participating in the Section 8 Program, they will receive an orientation package, which will include a standard guide to the Section 8 Program and sample forms that will be required for participation in the program. This package will include samples of the HAP Contract,

Tenancy Addendum, a late payment/late fee claim form (“Claim Form”) which is described in greater detail in Paragraphs 10.4.3 and 10.4.4 below, and instructions for filling out and submitting the late payment/late fee claim form.

10.5.2. Prior to any owner’s participation in the Section 8 Program, the County presently requires owners to participate in an orientation session that is conducted by MDHA or its successor agency, entity or organization. During this orientation, each owner will be advised of their rights and obligations under the HAP, and the regulations governing the Section 8 Program. This orientation will include a discussion on the processing of Section 8 housing assistance payments and Late Payment Penalties by MDHA or its successor agency, entity or organization, including written instructions regarding the process for making a claim for a Late Payment Penalty. The owner will also be given any form necessary to make a Late Payment Penalty claim. The County may provide the option to attend this orientation or view an orientation video at a designated County-site.

10.5.3. Each owner will be required to complete the Claim Form, which will be similar to the agreed upon form to be completed by each class member. The purpose of the Claim Form is to allow an Owner to make a claim for a Late Payment Penalty and will be used by the County, or its successor agency, entity or organization to document the payments to the owners for auditing purposes.

10.5.4. The Claim Form must be completed by the owner no more than thirty (30) days after receipt of the late housing assistance payment from MDHA, its successor agency, entity or organization. Nothing in this subparagraph precludes an owner from availing himself or herself of any available legal remedy, nor does anything in this subparagraph limit or waive any defenses that are available to the County.

10.5.5. The Claim Form shall include statements related to the following:

- (1) Each owner will have to certify that they are an owner of property located within Miami-Dade County and that they executed a HAP Contract with the County; and
- (2) Each owner will have to certify that they both charge and collect a late penalty from their Section 8 assisted tenants and their unassisted tenants (if any) when they are late with their portion of the rent; and
- (3) Each owner will have to certify that the reason they were not timely paid was not due to their actions or negligence or the actions or negligence of the assisted tenant (examples of this include a violation of the Section 8 program laws, regulations, Section 8 Administrative Plan, HAP and/or lease by either the tenant or owner, or because of any action or inaction by the owner or tenant and/or MDHA that would result in the County, or its successor agency, entity or organization being required by law to recover an overpayment, to suspend the housing assistance payments, to abate or reduce the

housing assistance payment, to terminate the housing assistance payment or terminate the HAP); and

(4) Each owner will have to certify that they did not receive a Late Payment Penalty when the housing assistance payment was issued by the County; and

(5) The Claim Form shall include simple release language that guarantees that each owner who submits a claim and accepts payment thereby releases the County from any future lawsuits or claims in any way related to the late payment at issue; and

(6) The County will make the Claim Form available to be downloaded from the County's website located at www.miamidade.gov/housing/.

10.5.6. If a dispute arises concerning the amount of the Late Payment Penalty to which the owner may be entitled or for any other reason, including a denial of the Late Payment Penalty in whole or in part, the County agrees that it will endeavor to attempt to resolve the dispute. However, if the dispute cannot be resolved, the owner then has the option to pursue a breach of contract or other claim against the County.

10.5.7. The County shall provide a sample Section 8 Program model lease to owners with a late fee clause in a form substantially similar to Exhibit "H" hereto. Pursuant to 24 C.F.R. § 982.308, owners have a choice to use their standard leases or a model lease and the HUD-approved Tenancy Addendum.

10.6 Administrative Costs. The County shall bear all of the costs and expenses in administering this Settlement, including the hiring of a Settlement Administrator described in subparagraph 5.1.1, providing the Class Notice, and providing the Claim Forms.

10.7 Named Plaintiff Incentive Award: The County agrees to pay Named Plaintiff a sum of Ten Thousand and 00/100 Dollars (\$10,000.00) within thirty (30) Business Days of the Final Approval Date.

10.8 Releases. As part of the consideration for the Agreement, upon Final Approval the Class shall be deemed to have provided full and complete releases of any and all claims as described in paragraph 12 below.

10.9 Complete Relief: The Named Plaintiff and all members of the Settlement Class shall look solely to the terms of this Agreement as a full and complete settlement of all claims and as full satisfaction for all Released Claims and there shall be no other Settlement terms, either implied or expressed.

11. ATTORNEYS' FEES AND COSTS

11.1 The County agrees that Class Counsel will be entitled to recover reasonable attorneys' fees and expenses for the Litigation and all appeals (including any appeals related to the Agreement or the allowance of fees and expenses), from the Common Fund in the event the Circuit Court enters the Final Judgment and the Agreement receives Final Approval. The County will not object to, and Plaintiffs' Counsel shall not seek an amount in excess of, a combined attorneys' fee and costs of Two-Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00) to be paid out of the Common Fund. Upon Court approval of an award of attorney's fees and costs, within thirty (30) Business Days of the Final Approval Date, Lead Class Counsel's attorney's fees shall be withdrawn from the Common Fund. It will be Lead

Class Counsel's responsibility to make the payments as may be necessary to Plaintiffs' Counsel and to any other counsel who are affiliated with Lead Class Counsel.

12. RELEASES

Release and Covenant Not to Sue. Upon Final Approval, and by not electing to be excluded from the Class pursuant to the Agreement, each Class Member agrees to remise, release, acquit, satisfy and forever discharge the County together with its Board of Commissioners, directors, officers, attorneys, employees, agents, insurers, successors and assigns of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity, which the Class Members ever had, now has, or may have against the County, from the beginning of the world to the day of this Release as they relate to the claims raised in this Action.

12.1 By not electing to be excluded from the Class, each Class Member expressly agrees that he or she, acting individually or together, shall not seek to institute, maintain, prosecute, sue or assert in any action or proceeding any action or actions, cause and causes of action, or claim on the basis of, connected with, arising out of, or related to, in whole or in part any of the Claims, including without limitation, any or all of the acts, omissions, facts, matters, transactions or occurrences that were directly or indirectly alleged, asserted, described, set forth or referred in, or related to, the Litigation, including without limitation, the facts, events and circumstances that are the basis of the allegations set forth in the Litigation. Nothing herein shall preclude any action to enforce the terms of the Agreement.

12.2 In connection with this release and covenant not to sue, the Class Members, though the Class Notice, acknowledge that they are aware that they may hereafter discover facts, claims and causes of action presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the purpose of the Agreement and the intention of Named Plaintiff 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 Claims, 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 or her favor at the time of the release of the County 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.

12.3 The Named Plaintiff and the Settlement Class represent and warrant that they are the current legal and beneficial owners of the released claims and that they have not assigned, pledged or contracted to assign or pledge any such released claim to any person, other than their attorneys, in connection with contingent fee agreements. All claims that the Named Plaintiff and the Settlement Class have assigned or pledged to their attorneys, or contracted to assign or pledge to their attorneys, are released to the same extent as the released Claims.

12.4 The Named Plaintiff and the Settlement Class warrant and represent that they have asserted no claims in the Subject Lawsuit except those that they own, that they can provide a complete resolution of their claims in the Subject Lawsuit, and that no part of the Named Plaintiffs’ or Settlement Class’s claims in this Action against the County will remain viable after the dismissal of the Subject Lawsuit.

12.5 Each Settlement Class member, by and through Named Plaintiff acting as the class representative and by and through Lead Class Counsel, acknowledge that he, she, or they may here after discover facts different from or in addition to those that he, she, or they now know or believe to be true with respect to the released claims and hereby agrees that this release shall be and remain in effect in all respects as a release as to the released claims, notwithstanding such different and additional facts.

12.6 The terms of the releases provided and effectuated by this Settlement Agreement are to be broadly construed in favor of the complete resolution of all claims that were actually raised in, or could have been raised in, this Action.

13. NO ADMISSION OF LIABILITY

13.1 The Settlement reached in this Settlement Agreement is made only to compromise and settle this Litigation between the Named Plaintiff and the Settlement Class and the County without further litigation, and should in no way be construed as an admission of liability or wrongdoing of any kind by the County. Rather, the County deny any wrongdoing or liability. This Settlement is intended to resolve claims disputed as to both the facts and the law, and each Party has relied upon its own employees' and counsel's advice and work in entering into this Settlement Agreement, and not the advice or work of any other Party's employees or counsel. No Party to the Settlement Agreement, and no one in privity with them, may argue before any court, agency or other forum that the Settlement shows or evidences an admission by the County that it violated any law or legal obligation. Neither this Settlement Agreement nor any of the negotiations connected with it may be offered or received in evidence for any purpose other than for purposes of the proceedings to approve this Settlement Agreement and to obtain dismissal of the Subject Lawsuits or to otherwise enforce this Settlement Agreement.

14. GENERAL PROVISIONS

14.1 Modifications. Plaintiffs' and Defendant's Counsel may agree by written amendment to modify the provisions of this Settlement Agreement as they deem necessary to effectuate the intent of the Settlement Agreement, provided, however, that they may make no agreement that reduces or impairs the benefits to any Settlement Class Member without approval by the Court.

14.2 Binding Effect of Settlement Agreement. The terms and provisions of this Settlement Agreement shall be binding upon, and inure to the benefit of each of the Parties and each of their respective successors, heirs, and assigns.

14.3 Multiple Originals/Counterparts. This Settlement Agreement, including exhibits, may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

14.4 Authority of Persons Signing Settlement Agreement. The individuals executing this document for the Parties represent and warrant that they do so with full authority to bind each such Party to the terms and provisions in this Agreement. Further, Plaintiffs' Counsel individually represent to the County that they are in agreement as to the fairness and adequacy of the Settlement.

14.5 Entire Settlement Agreement. This Settlement Agreement is the entire agreement and understanding among each of the Parties relating to this subject matter and supersedes all prior proposals, negotiations, agreements, and understandings between the Parties. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding respecting any part or all of the subject

matter of this Settlement Agreement has been made or relied on except to the extent expressly set forth in this Settlement Agreement.

14.6 Governing Law and Venue and Jurisdiction. This Settlement Agreement shall be governed, construed by, and follow the laws of the State of Florida. Jurisdiction and Venue for all proceedings in connection with this Settlement Agreement, or arising as a result of any matter relating to this Settlement, or addressed in this Settlement Agreement, shall be exclusively in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County.

14.7 Further Assurances. Each Party shall undertake good faith efforts to perform any and all of that Party's obligations under this Settlement Agreement. In this regard, each Party shall take any and all actions, and execute, have acknowledged, and deliver any and all further documents that one or more other Parties may reasonably request to effectuate the intents and purposes of this Settlement Agreement.

14.8 Time Frames. The Parties recognize that additional time might be required in order to accomplish the actions or tasks provided for by the Agreement. In the event that a Party is unable to accomplish any task within the allotted time, the other Parties agree not to object to reasonable requests for extensions of time.

14.9 Conflicting Provisions. Should any term or provision of the exhibits to this Agreement conflict with the terms of the Settlement Agreement, the terms of this Agreement shall control.

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

To the Plaintiffs: Sarah Clasby Engel, P.A.

Harke & Clasby LLP
155 South Miami Avenue, Suite 600
Miami, Florida 33130
(305) 536-8220

To the County: Terrence Smith, Esq.
Assistant County Attorney
Miami Dade County Attorney's Office
111 NW 1st Street
Suite 2810
Miami, Florida 33128

14.11 Costs. Other than the specific attorneys' fees and costs provided for in this Settlement Agreement, the Parties hereby each agree to bear their own attorneys' fees and costs incurred in connection with the Subject Lawsuit and this Settlement Agreement.

14.12 Effect of Invalidity. Wherever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision should be prohibited or invalidated under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or other provisions of this Settlement Agreement.

FOR PLAINTIFF AND THE CLASS:

FOR DEFENDANT:

HARKE & CLASBY LLP

MIAMI-DADE COUNTY

By: _____
Sarah Clasby Engel, P.A.
Harke & Clasby LLP
155 South Miami Avenue
Suite 600
Miami, Florida 33130

By: _____
Terrence A. Smith, Esq.
Miami Dade County Attorney's Office
111 NW 1st Street
Suite 2810
Miami, Florida 33128

CARLOS ALVAREZ
Mayor

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

RGN PROPERTIES, INC., a
Florida corporation on behalf
of itself and all other similarly situated,

CASE NO: 05-16420 CA 06

Class Representation

Plaintiffs,

v.

MIAMI-DADE COUNTY,

Defendant.

EXHIBITS TO SETTLEMENT AGREEMENT

- Exhibit A. Preliminary Approval Order
- Exhibit B. Identifiable Class Members' Claim Form
- Exhibit C. Unidentifiable Class Members' Claim Form
- Exhibit D. Class Notice
- Exhibit E. Frequently Asked Questions
- Exhibit F. Final Approval Order
- Exhibit G. Allocation Plan
- Exhibit H. Model Section 8 Lease Agreement

Exhibit "A"
Preliminary Approval Order

Exhibit "B"
Identifiable Class Members' Claim Form

Exhibit "B"

RGN Properties, Inc. v. Miami-Dade County
Case No. 05-16420

If you wish to obtain payment, complete this form and mail it to: RGN Litigation Administrator, c/o CAC Services Group, LLC, 1551 Southcross Dr W, Burnsville, MN 55306, WEBSITE, Toll Free: x-xxx-xxx-xxxx. You may be asked for more information at a later time. **Must be Postmarked by XXXX, 2009.**

CLAIMANT IDENTIFICATION:

20004435 (Bar Code)
JOHN DOE
1234 SMITH AVENUE
MIAMI, FL 33161

(Payment will be made to the above address)

PLEASE MAKE ADDRESS CORRECTIONS IF DIFFERENT FROM THE PREPRINTED DATA TO THE LEFT.
Name:
Address:
City, State & Zip Code:

Address of property for which a Late Payment is entitled:	1234 Smith Avenue Miami, FL 33161
Date of the first day of the initial term of the lease:	January 1, 2008
Date the initial rent payment was made:	March 3, 2008
Number of days between those two dates:	62

Under the terms of the Court approved Allocation Plan each late payment shall be \$50.00 for each month the initial rental payment was late if the initial rental payment was made 60 or more days after the first day of the initial term of the lease, however, the amount of the claim may be increased or reduced depending on the number of claims made to the Settlement.

The County's records have determined that you are entitled to Two (2) Late Payments which amount to a total payment of \$100.00, however, this amount may be increased or reduced depending on the number of claims made to the Settlement. If you accept the above determination of your late payments due, please sign below and mail to the following address no later than XXXXXX, XXX, 2009:

Please mail your claim to:

**RGN Litigation Administrator
c/o CAC Services Group, LLC**

**1551 Southcross Dr W
Burnsville, MN 55306**

By submitting this Claim Form you hereby certify to the following:

- a. You (defined as the Class Member identified above) are or were an owner of property located within Miami-Dade County and you executed a Section 8 Housing Assistance Payment Contract(s) (“HAP”) with the County related to that property.
- b. You did not receive your initial payment from the County until more than sixty (60) days after the effective date of the HAP and the lease agreement with your Section 8 tenant.
- c. You charge and collect a late penalty from your Section 8 assisted tenants and your unassisted tenants, if any, when they are late with their portion of the rent.
- d. You certify that the reason you were not timely paid was not due to your actions or negligence or the actions or negligence of your tenant. For example, you are not entitled to a Late Payment Penalty if the initial payment was delayed due to a violation of the Section 8 program laws, regulations, Section 8 Administrative Plan HAP and/or lease by either the tenant or you, or any action or inaction by the owner or tenant and/or Miami-Dade Public Housing Agency that would result in the County being required by law to recover an overpayment, to suspend the housing assistance payments, to abate or reduce the housing assistance payment, to terminate the housing assistance payment or terminate the HAP.
- e. You certify that you have not already received a late penalty from the County relating to the initial housing payment for the property and the lease identified above.

You may dispute entitlement to and the amount of the Late Payment Penalty. To do so you must provide specific documentation indicating why you deserve an amount that is different from that designated by the County’s records. Only certain documentation is suitable to be submitted. This documentation includes: 1) a copy of the HAP contract indicating a start date, 2) a copy of the lease agreement under which you are seeking a late payment, and 3) a copy of the initial check from the County provided pursuant to the HAP contract. In the event that you do not have the documentation referenced in the items listed above, then the County, in its reasonable discretion, reserves the right to accept or request any and all additional documentation.

YOU MUST CHECK ONE OF THE BOXES BELOW OR IT WILL BE PRESUMED THAT YOU ACCEPT THE ABOVE LATE PAYMENT PENALTY CALCULATION WHEN YOU RETURN THIS FORM

I hereby ACCEPT the calculation of the Late Payments due to me in the above referenced Settlement.

I DO NOT ACCEPT the above calculation and enclose the following documentation supporting a different calculation (please attached alternative calculation).

In accepting any funds under this settlement, you relinquish, waive, and release any remaining claims, demands, causes of action, or damages relating to any penalty fee for the alleged failure to timely make an initial rental payment that is allegedly owed to you by Miami-Dade County for the property and the lease identified above as of [ENTER THE DATE OF PRELIMINARY APPROVAL].

By signing this claims form, I declare under the penalty of perjury that the information provided here is correct to the best of my knowledge. If not submitting this for myself, I declare that I am authorized to submit this form on behalf of the Class Member identified above.

Signature

Date

Exhibit "C"
Unidentifiable Class Members' Claim Form

CLASS MEMBER CLAIM FORM

Exhibit "C"

Must be Postmarked
By XXXX __, 2009

RGN Properties, Inc. v. Miami-Dade County
Case No. 05-16420

Name: _____

Home Address: _____

(Payment will be made to this address)

Address(es) of property for which a Late Payment is entitled: _____
(if more than one property, please list on a separate page)

If you wish to obtain payment, complete this form and mail it to the address below. You may be asked for more information at a later time.

Date the Housing Assistance Payment Contract ("HAP") was executed _____

Date of the first day of the initial term of the lease: _____

Date the initial rent payment was made: _____

Under the terms of the Court approved Allocation Plan each late payment shall be \$50.00 for each month the initial rental payment was late if the initial rental payment was made more than 60 days after the first day of initial term of the lease, provided that the HAP contract was executed with the County. However, this number may be increased or reduced depending on the number of claims made to the Settlement.

By Submitting this Claim Form you hereby certify to the following:

- a. You (defined as the Class Member identified above) are or were an owner of property located within Miami-Dade County and you executed a Section 8 Housing Assistance Payment Contract(s) ("HAP") with the County related to that property.
- b. You did not receive your initial payment from the County until more than sixty (60) days after the effective date of the HAP and the lease agreement with your Section 8 tenant.
- c. You charge and collect a late penalty from your Section 8 assisted tenants and your unassisted tenants, if any, when they are late with their portion of the rent.
- d. You certify that the reason you were not timely paid was not due to your actions or negligence or the actions or negligence of your tenant. For example, you are not entitled to a Late Payment Penalty if the initial payment was delayed due to a violation of the Section 8 program laws, regulations, Section 8 Administrative Plan HAP and/or lease by either the tenant or you, or any action or inaction by the owner or tenant and/or Miami-Dade Public Housing Agency that would result in the County being required by law to recover an overpayment, to suspend the housing assistance payments, to abate or reduce the housing assistance payment, to terminate the housing assistance payment or terminate the HAP.
- e. You certify that you have not already received a late penalty from the County relating to the initial housing payment for the property and the lease identified above.

CLASS MEMBER CLAIM FORM

Please sign below and mail to the following address no later than XXXXXX, XXX, 2009:

Please mail your claim to: **RGN Litigation Administrator**
 P.O. Box xxxxx
 CITY, STATE XXXXX

You must provide specific documentation indicating why you deserve this amount. Only certain documentation is suitable to be submitted. This documentation includes: 1) a copy of the HAP contract indicating a start date, 2) a copy of the lease agreement under which you are seeking a late payment, and 3) a copy of the initial check from the County provided pursuant to the HAP contract. In the event that you do not have the documentation referenced in the items listed above, then the County, in its reasonable discretion, reserves the right to accept or request any and all additional documentation.

In accepting any funds under this settlement, you relinquish, waive, and release any remaining claims, demands, causes of action, or damages relating to any penalty fee for the alleged failure to timely make an initial rental payment that is allegedly owed to you by Miami-Dade County for the property and the lease identified above as of [ENTER THE DATE OF PRELIMINARY APPROVAL].

I declare under the penalty of perjury that the information provided here is correct to the best of my knowledge. If not submitting this for myself, I declare that I am authorized to submit this form on behalf of the Class Member identified above.

Signature

Date

Exhibit "D"
Class Notice

Exhibit "D"
LEGAL NOTICE

IF YOU WERE AN OWNER OF RESIDENTIAL PROPERTY IN MIAMI-DADE COUNTY AND ENTERED INTO A LEASE WITH A LOW-INCOME TENANT AND A HAP CONTRACT WITH MIAMI-DADE FROM APRIL 29, 2000 TO [DATE OF PRELIMINARY APPROVAL OF SETTLEMENT], YOUR RIGHTS MAY BE AFFECTED BY THIS PENDING CLASS ACTION LAWSUIT.

Para una notificacion en Espanol, llama o visitar nuestro website www.miamidade.gov/housing

A settlement has been reached with Miami-Dade County ("the County") on behalf of owners of low-income housing who allegedly did not timely receive the initial housing assistance rental payments in a timely fashion. This settlement provides cash benefits and injunctive relief to class members. The Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida will have a hearing to decide whether to give final approval to the settlement, so that the benefits may be distributed.

WHAT IS THIS ABOUT?

Plaintiff in this case brought a class action lawsuit on behalf of owners of low-income housing who allegedly did not timely receive the initial housing assistance rental payments from the County and brought counts for violations of 42 USC § 1983 and breach of contract, and also sought injunctive relief. The County denied the allegations. The Court has preliminarily certified a settlement class in this action to consider this settlement. This notice is not an expression of opinion by the Court as to the merits of any of the claims or defenses asserted by the parties. It is published to inform you about the litigation and the proposed settlement so that you may decide whether or not you should object to or opt out of the proposed settlement.

WHO IS INCLUDED?

The Class includes all owners of residential property in Miami-Dade County who have entered into a lease with a low-income tenant and a HAP contract with the County from April 29, 2000 **DATE OF PRELIMINARY APPROVAL OF SETTLEMENT**], where the County has not paid the initial rental payment until after the first two calendar months of the first day of the initial term of the lease and for which Miami-Dade has not paid a penalty.

TERMS OF PROPOSED SETTLEMENT

Under the Settlement Agreement, a Common Fund was created which will total \$1.15 million to be disbursed to consumers, after attorneys' fees, costs, and the Named Plaintiff's Incentive Award are taken out. Class Counsel intends to request from the Court an award of \$275,000 (23.9% of the Common Fund) for their attorneys' fees and the County has agreed to not object to this request. The Claim Form which must be completed and returned is included with this Notice. Additionally, the County has agreed to certain policy changes which will educate Section 8 Homeowners on their rights to the payment of late fees, and make it easier for Section 8 Homeowners to make claims for late fee penalties. A settlement agreement, available at www.miamidade.gov/housing describes all of the details about the proposed settlement.

HOW DO I MAKE A CLAIM FOR MONEY?

Eligible Class Members must fill out the claim form included with this Notice, sign it, include the documentation it requires (if any), and mail it to the address on the form. A copy of the claim form is also available on www._____.com or by calling (90) XXX-XXXX and requesting one.

SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing in Courtroom ____, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, 73 West Flagler St., Miami, FL 33130 at ____ a.m. on _____, 2009 to determine whether or not the proposed settlement is fair, reasonable, and adequate and should be approved.

ELECTION BY CLASS MEMBERS

Class Members have a choice of whether or not to remain in the Class. Either choice will have its consequences, which you should understand before making your decision.

If you wish to exclude yourself from the class, which would result in you not receiving any of the Settlement Funds, but may permit you to file a separate lawsuit, you must send a written request by mail saying that you want to be excluded from *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420. Be sure to include your full name, address, signature, and date. You must mail your request for exclusion postmarked by _____, 2009 to RGN Exclusions, _____. In addition you must also file a written request for exclusion with the Clerk of the Court (address below) no later than _____, 2009. You must perform both of the above requirements in order to opt-out of the Class. You cannot ask to be excluded by any other means.

If you do nothing you will automatically be part of the class. However, you will not receive any settlement proceeds unless you file a claim form showing an entitlement to part of the settlement. This claim form must be filed by [Insert bar date]. A copy of the claim form is being sent with this notice. Please note, if you remain part of the class but do not timely file a claim form you will be barred from receiving any part of this settlement or filing a separate lawsuit.

If you wish to comment in support of or in opposition to any aspect of the proposed settlement, you may submit objections to the settlement. To object, send a letter saying that you object to the proposed settlement in *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420. Be sure to include the following: (1) your name, address, telephone number, email address (if available), and your signature, (2) the case name and case number, (3) any documents you have that show you are a member of the Class, (4) the reasons why you object to the settlement, accompanied by any legal support for the objection, (5) name and address of your attorney; and (6) indicate whether you or your attorney will appear at the fairness hearing listed above. The objection must be filed with the County Clerk, Harvey Ruvin, Clerk of Court, Clerk of the Eleventh Judicial Circuit, Miami-Dade County Courthouse, 73 West Flagler St., Suite #242, Miami, FL 33130 on or before _____, 2009, and copies sent via First Class Mail to Lead Class Counsel, Lance A. Harke, P.A, Harke & Clasby, LLP, 155 South Miami Ave., Suite 600, Miami, FL 33130, and the County, NAME AND ADDRESS. Further instructions on objections and opt-out procedures may be obtained by calling the Settlement Administrator at (800) XXX-XXXX.

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Exhibit “E”
Frequently Asked Questions

Exhibit "F"
Final Approval Order

Exhibit "G"
Allocation Plan

Exhibit "G"

PLAN OF ALLOCATION

1. This Plan of Allocation has been created pursuant to Paragraph 10.4 of the Settlement Agreement between Miami-Dade County (the "County"), and RGN Properties, Inc. in *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420, pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
2. Under the Settlement Agreement, a Common Fund was created which will total \$1.15 million. After attorneys' fees, costs, and the Named Plaintiff's Incentive Award are deducted from this total, the Common Fund will be used to pay valid claims of class members. Any remainder will revert to the County subject to paragraph six below.
3. Each Class Member shall have to complete and submit a claim form to request a portion of the Common Fund.
4. Provided that the Class Member and the County have entered into a duly executed Housing Assistance Payment Contract ("HAP"), they shall be entitled to a payment for each month their initial rental payment was late if the initial rental payment was made more than 60 days after the first day of the initial term of the lease ("Lease Date"). For example, if a Class Member's initial payment was made 61 days after the first day of the initial Lease Date, this particular Class Member would be entitled to 2 late payments; 91 days after the initial Lease Date would result in 3 late payments. The following are some examples:
 - a. If the lease with the tenant is executed on January 1, the HAP is executed on February 17 and the initial payment is made on February 27, then no payment would be due.
 - b. If the lease with the tenant is executed on January 1, the HAP is executed on February 17 and the initial payment is made on March 3, then 2 late payments would be due.
5. The amount of each Late Payment Penalty shall be \$50 for each month, however, the amount of each late payment penalty may increase or decrease depending on the number of Class Member claims.
6. A minimum of \$500,000.00 (exclusive of attorneys' fees, costs, and the Named Plaintiff's Incentive Award) must be exhausted under this Plan of Allocation.

FOR PLAINTIFF AND THE CLASS:

HARKE & CLASBY LLP

By: _____

Sarah Clasby Engel, P.A.
Harke & Clasby LLP
155 South Miami Avenue
Suite 600
Miami, Florida 33130

Exhibit "H"
Model Section 8 Lease Agreement

Exhibit "H"

LEASE AGREEMENT

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. AN ASTERISK(*) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

I. TERM AND PARTIES: This is a lease (the "Lease") for a period of _____ months (the "Lease Term"), beginning _____ and ending _____, between _____ and _____ (name of owner of the property) (name(s) of person(s) to whom the property is leased) (In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

II. PROPERTY RENTED. Landlord leases to Tenant unit no. _____ in the building located at _____ (street address) known as _____ (name of development, if applicable) _____, Florida _____ (city) _____ (zip code) together with the following furniture and appliances:

[List all furniture and appliances. If none, write "none."] (In the Lease the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$ _____ each on the _____ day of each _____ (month, week). (A "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$ _____ for each installment. The amount of each installment of rent plus taxes (the "Lease Payment"), as of the date the Lease begins, is \$ _____. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

* [] Landlord [] Tenant (check one) shall pay the common area maintenance fees attributable to the Premises during the Lease Term. Such fees are \$ _____ per [] month / [] quarter (check one) and are payable at the following address: _____ Failure by Tenant to pay any such fees that are Tenant's obligations shall be a default in payment of rent. * The Lease Payments must be paid [] in advance [] in arrears (check one) beginning _____ (date)

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply) [] a security deposit of \$ _____ to be paid upon signing the Lease. [] advance rent in the amount of \$ _____ for the Rental Installment Periods of _____ to be paid upon signing the Lease. [] a pet deposit in the amount of \$ _____ to be paid upon signing the Lease. [] a late charge in the amount of \$ _____ for each Lease Payment made more than _____ number of days after the date it is due. Notwithstanding this provision or any other provision in this Lease to the contrary, Landlord and Tenant agree, that Landlord shall not be entitled under this Lease to charge or collect a late fee from Tenant when Tenant has timely paid his or her portion of the rent and Miami-Dade Public Housing Agency ("MDPHA") has not timely paid the Section 8 housing assistance payment. [] a bad check fee in the amount of \$ _____ (not to exceed \$20.00 or 5% of the Lease Payment, whichever is greater). If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease

Payments in cash or by money order.

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

- A. Landlord shall hold the money in a separate interest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever the Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or
- B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

If Landlord rents five or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. NOTICES. _____ Is Landlord's Agent. All notices to Landlord and Lease Payments must be sent to Landlord's Agent at _____
[Name]
_____ (Address)

Unless Landlord gives Tenant written notice of a change, Landlord's Agent may perform inspections on behalf of Landlord. All notices to Landlord shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premise. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

The Premises may be located in a condominium, cooperative development or may be subject to a Homeowners Association (collectively Association). The lease, and Tenant's rights under the Lease, shall be subject to all terms, conditions, provisions, and restrictions set out in the Declaration of Condominium, Homeowners' Association, the plat, and restrictions, rules and regulations as now exist or may be adopted, modified, amended, or repealed by the governing Association during the Lease Term.

Tenant acknowledges that the governing association may adopt, modify, amend, or repeal rules and regulations for the use of the common areas and the Premise during the Lease Term.

- * Occasional overnight guests are are not (**check one**) permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month. Landlord's written approval is is not (**check one**) required to allow anyone else to occupy the Premises.
- * Tenant may may not (**check one**) keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.
Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.
Tenant shall not create any environmental hazards on or about the Premises.
Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.
- * Tenant may may not (**check one**) make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.
Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

- A. **Structural/Building Codes.** Landlord shall be obligated and responsible for the repair, replacement and maintenance of the structural components or elements of the Premises and common areas, to the extent that there are any common areas (the "Common Areas"), in regard to the building where the premises are located. Landlord shall comply and ensure that the Premises and the Common Areas, if any, comply with all applicable building, housing, environmental and health codes. To the extent the Premises are part of a condominium or homeowner association ("Association"), where the Association has responsibility for the structural elements and /or Common Areas, Landlord shall ensure and take all reasonable and necessary steps to ensure that the Association complies with Landlord's obligations under this section. Landlord shall be responsible for taking all necessary steps to perform any necessary work to be in compliance with this section of the Lease on behalf of the Association, if the Association does not perform its obligations hereunder. Landlord shall ensure completion of any necessary repairs, replacements or maintenance to the roofs, porches, windows, exterior walls, plumbing, screens, foundations, structural components in regard to the Premises and/or Common Areas, so that these essential structural components are in reasonable working order.

B. Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item.

_____ Smoke detectors	_____ Running water	_____ Appliances
_____ Extermination of rats, mice, roaches, ants, wood-destroying organisms and bedbugs	_____ Hot water	_____ Fixtures
_____ Locks and keys	_____ Lawn	_____ Pool (including filters, machinery & equipment)
_____ Clean and safe condition of outside areas	_____ Heat	_____ Heating and air conditioning filters
_____ Garbage removal and outside garbage receptacles	_____ Air conditioning	_____ Other: _____
	_____ Furniture	_____

* Tenant's responsibility, if any, indicated above, shall shall not (**check one**) include major maintenance or major replacement of equipment. Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.

Major maintenance or major replacement means a repair or replacement that costs more than \$ _____.

Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

- C. Tenant's Required Maintenance.** At all times during the Lease Term, Tenant shall:
1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
 2. keep the Premises clean and sanitary;
 3. remove all garbage from the dwelling unit clean, and sanitary, and in repair; and
 4. keep all plumbing fixtures in the dwelling unit clean, sanitary and in repair; and
 5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

X. UTILITIES. Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during this lease except _____

_____ which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.)

XI. LANDLORD'S ACCESES TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 1. with Tenant's consent;
 2. in case of emergency;
 3. when Tenant unreasonably withholds consent; or
 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies the Landlord of an intended absence, then Landlord may enter only with Tenant's consent for the protection or preservation of the Premises.

XII. PROHIBITED ACTS BY LANDLORD.

- A. Landlord cannot cause, directly or indirectly, the termination or unreasonable interruption of any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration (whether or not the utility service is under the control of, or payment is made by, Landlord).

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- B. Landlord cannot prevent Tenant's access to the Premises by any means, including, but not limited to, changing the locks or using any bootlock or similar device.
- C. Landlord cannot remove the outside doors, locks, roof, walls, or windows of the Premises except for purposes of maintenance, repair, or replacement. Landlord cannot remove Tenant's personal property from the Premises unless the action is taken after surrender, abandonment, or a lawful eviction. If provided in a written agreement separate from the Lease, upon surrender or abandonment by Tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property. (For the purpose of this section, abandonment means Tenant is absent from the Premises for at least one-half a Rental Installment Period without paying rent or giving Landlord reasonable notice of Tenant's absence).

XIII. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired. Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

XIV. DEFAULT.

A. Landlord's Default. Except as noted below, Landlord will be in default if Landlord fails to comply with Landlord's required maintenance obligations under Section IX(A) or fails to comply with other material provisions of the Lease and such failure continues for more than 7 days after Tenant delivers a written notice to Landlord that tells Landlord how Landlord has violated the Lease.

If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

1. If Landlord's failure to comply makes the Premises uninhabitable and Tenant vacates, Tenant shall not be liable for rent during the period the Premises remains uninhabitable.
2. If Landlord's failure to comply does not make the Premises uninhabitable and Tenant continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

B. Tenant's Default. Tenant will be in default if any of the following occur:

1. Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises.
2. Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.
3. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after deliver of written notice to Tenant from Landlord specifying the default.

C. Waiver of Default. If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, if Tenant pays rent knowing of Landlord's default or accepts performance by Landlord of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default, but may enforce any later default.

XV. REMEDIES AND DEFENSES.

A. Tenant's Remedies.

1. If Landlord has defaulted under the Lease and if Tenant has given Landlord a written notice describing the default and Tenant's intention to withhold rent if the default is not corrected within 7 days, Tenant may withhold an amount of rent equal to the loss in rental value caused by the default. If Tenant's notice advises Landlord that Tenant intends to terminate the Lease if the default is not cured within 7 days and the default is not cured within the 7 days, Tenant may terminate the Lease.
2. If Tenant has given the notice referred to in subparagraph (1) above, and if Landlord has not corrected the default within 7 days, Tenant may, in addition to withholding the applicable amount of rent, file a lawsuit in county court to require Landlord to correct the default and for damages.
3. If Landlord's default makes the Premises uninhabitable, and if Tenant has given Landlord a notice describing the default and informing Landlord that Tenant intends to terminate the Lease, then if Landlord does not cure the default within the 7-day period, Tenant may terminate the Lease at the end of the 7 days.
4. If Landlord violates the provisions of Section XII, Landlord shall be liable to Tenant for actual and consequential damages or 3 months' rent, whichever is greater, for each violation.

B. Landlord's Remedies.

1. If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord may also recover double rent for the period during which Tenant refuses to vacate the Premises.
2. If Tenant defaults under the Lease by failing to pay rent, as set forth in section XIV(B)(1), Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in sections XIC(B)(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.
3. If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premise as provided by law.
4. Landlord shall not recover possession of the Premises except:
 - a. in a lawsuit for possession;
 - b. when Tenant has surrendered possession of the Premises to Landlord; or
 - c. when Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if Tenant is absent from them for at least one-half a Rental Installment Period, the rent is not current, and Tenant has not notified Landlord, in writing, of an intended absence.
5. If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession. If Tenant has surrendered possession of the Premises to Landlord or if Tenant has abandoned the Premises, Landlord may:
 - a. treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;
 - b. retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant; or
 - c. do nothing, and Tenant will be liable for the rent as it comes due.
6. If Landlord retakes possession of the Premises for Tenant's account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new lease shall be deducted from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to rent.

C. Other Remedies Each party also may have other remedies available at law or in equity.

D. Defenses. In a lawsuit by Landlord for possession of the Premises based upon nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may assert as a defense Landlord's failure to perform required maintenance, as set forth in Section IX(A) above. Landlord's failure to provide elective maintenance, as set forth in Section IX(B) above, shall not be a defense to any lawsuit by Landlord for possession of the Premises unless otherwise provided by the Lease or applicable law. Tenant also may raise any other defense, whether legal or equitable, that Tenant may have, including the defense or retaliatory conduct.

E. Payment of Rent to Court. In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defenses other than payment.

F. Attorney's Fees. In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorneys' fees from the party who loses.

***XVI. ASSIGNMENT AND SUBLEASING.** Tenant may may not (**check one**) assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent, which shall be subject to Miami-Dade County Housing Auth. approval.

***XVII. RISK OF LOSS.** Landlord shall shall not (**check one**) be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effect of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft or loss is caused by Tenant, Tenant's family, agents, employees, guest or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage or injury caused by its own negligence or willful conduct.

XVIII. SUBORDINATION. The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIX. LIENS. Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

XX. APPROVAL CONTINGENCY. The Lease is is not (**check one**) conditioned upon approval of Tenant by the association that governs the Premises.

XXI. RENEWAL/EXTENSION. The Lease can be renewed only by a written agreement signed by both Landlord and Tenant, but no renewal may extend the term to a date more than 1 year after the lease begins. A new lease is required for each year.

XXII. MISCELLANEOUS:

- A. Time is of the essence of the Lease.
- B. The Lease and the HUD-approved Tenancy Addendum (form HUD-52641A), which is attached hereto and incorporated by reference, shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. In case of any conflict between the provisions of the Tenancy Addendum as required by HUD, and any other provisions of the Lease or any other agreement between the owner and the tenant, the requirements of the HUD-required Tenancy Addendum shall control.
- D. The agreements contained in the Lease and the HUD-approved Tenancy Addendum set forth the complete understanding of the parties and may not be changed or terminated orally.
- E. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- F. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- G. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
- H. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- I. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The Lease has been executed by the parties on the dates indicated below:

Executed by Landlord in the presence of:

Print Landlord Name

Print Name:

By: _____
Landlord's Signature

Print Name:

As: _____

2 witnesses needed for Landlord

Date: _____

Executed by Tenant in the presence of:

Print Name:

Tenant's signature

Print Tenant Name

Print Name:

Date: _____

Print Name:

Tenant's signature

Print Tenant Name

Print Name:

Date: _____

2 witnesses needed for each Tenant

This form was completed

With the assistance of

Name:

Address:

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