

LEGAL NOTICE

If you purchased a Soleus Portable Air Conditioner in the KY, LX, PE or PH series, you could get benefits from a class action settlement.

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

- A nationwide settlement has been reached in a class action settlement about whether certain Soleus Portable Air Conditioners were accurately advertised as having technology that eliminated the need to empty a water bucket.
- Your legal rights are affected whether you act, or don't act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

EXCLUDE YOURSELF	This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendant, MJC America, Ltd. d/b/a Soleus International Inc. ("Soleus"), about the legal claims released in this settlement.	Deadline: March 1, 2010
OBJECT	Write to the Court about why you don't like the settlement.	Deadline: March 1, 2010
GO TO A HEARING	Ask to speak in Court about the settlement.	Deadline: March 1, 2010
SUBMIT A CLAIM	Make a claim for relief under the settlement.	Deadline: June 1, 2010
DO NOTHING	Give up rights to be part of any other lawsuit against the Defendant about legal claims released by the settlement.	No Deadline

- These rights and options - **and the deadlines to exercise them** - are explained in this notice.
- **Who's Included?** If you received this notice by e-mail or by mail, you have been identified as someone who may be included in this class action settlement. Class members are people in the United States who purchased one of the Soleus Air Conditioners identified above before October 20, 2009. For a more detailed definition of the Class, please see the full Settlement Agreement at www.sfmslaw.com.
- **What's This About?** A lawsuit was brought against Soleus claiming that certain Air Conditioners were advertised as being having technology that eliminated the need to empty a water bucket, that these representations were untrue and the Air Conditioners were defective. Soleus denies these allegations and stands behind its products. A copy of the Complaint filed can be accessed at www.sfmslaw.com.
- **What Benefits Do I Get?** All Class members automatically get their warranty extended for a period of one (1) year with respect to any condition that causes the Air Conditioners to leak water and/or overflow. Any Class member that suffered property damage as a result of a leaking and/or overflowing Air Conditioner is entitled to reimbursement for the amount of documented loss. In addition, any Class member that has an Air Conditioner that leaks or overflows is entitled to get a comparable or better replacement Air Conditioner and, if that replacement Air Conditioner does not correct the leaking or overflowing problem, the Class member will be entitled to a full refund of the original purchase price. Soleus also has agreed to eliminate from all advertising any claims or assertions that its Air Conditioners recycle collected moisture so that there is "no water bucket to empty," or any similar claims or assertions.
- **How Do I Get Benefits?** You must complete a Claim Form, which may have been e-mailed or mailed to you with this notice or which can be downloaded at www.sfmslaw.com or which you can obtain by calling (toll-free) 866-540-5505, and mail it to Soleus at the address provided on the Claim Form.
- **What Are My Legal Rights?** If you don't want to be legally bound by the settlement, you must exclude yourself by March 1, 2010. If you want to object to the settlement or speak in court about the settlement, you must submit the paperwork described in the Settlement Agreement by March 1, 2010. If you want to submit a claim to get the benefits of the settlement, you must do so by June 1, 2010. The Court will hold a hearing in this case, known as *Sypher v. Soleus International Inc.*, Case No. BC395530 (Superior Court of California, County of Los Angeles) on May 7, 2010 at 8:30 a.m. to consider whether to approve the settlement, and the request by the lawyers representing Class members for attorneys' fees and expenses in the amount of \$175,000 and an incentive award for the Plaintiff in the amount of \$5,000. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you don't have to. For detailed information regarding all of the terms of the settlement, including the amount of attorneys' fees and costs, where to send any requests for exclusion, objections or requests to appear in Court, the Court's address or any other information, please visit www.sfmslaw.com or contact James E. Miller or Karen M. Leser-Grenon of the law firm, Shepherd, Finkelman, Miller & Shah, LLP, 65 Main Street, Chester, CT 06412 who represent the Class, (toll-free) at 866-540-5505, or at jmiller@sfmslaw.com or kleser@sfmslaw.com. The attorneys representing the Defendant are Paul K. Schrieffer and Denise Umali-Do of P.K. Schrieffer LLP, 100 North Barranca Ave., 11th Floor, West Covina, CA 91791, (telephone) (626-373-2444), (email) pk@pkslp.com and dud@pkslp.com

Please do not contact the Court with questions regarding this notice.