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IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT COURT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

CLARKE ALLEN, et al., Plaintiffs, A.E. NEW, JR., INC., et al., Defendants.	)	Case No. 2015-CA-000722 Division No. C CLASS REPRESENTATION

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
FINAL ORDER APPROVING SETTLEMENT, ENTERING
PERMANENT INJUNCTION AND JUDGMENT OF DISMISSAL

Pursuant to the Preliminary Approval Order entered by this Court on November 8, 2017, this matter came on to be heard on February 11, 2019, for the purpose of holding a final fairness hearing and to resolve objections to scoring tendered by thirty-seven (37) class members, hereinafter referred to as the "Scoring Objectors." The "Scoring Objectors" do not object to the structure of the class settlement previously preliminarily approved by this Court. Instead, each of the Scoring Objectors objects to the classification of their individual injuries by the Settlement Administrator. Each of the Scoring Objectors seeks an order of the Court reclassifying their score within the Settlement Grid used by the Settlement Administrator.

The parties and objectors appeared in person or telephonically as set forth in the transcript. All persons who requested to be heard at the fairness hearing were heard in person or by counsel as reflected in the transcript.

Having considered the evidence presented in the hearing, the briefs of the parties and the argument of counsel and being fully informed in the premises, the Court makes the following rulings:

For the reasons set forth more fully in the accompanying separate Order, the Court OVERRULES each of the Scoring Objectors' objections to the Settlement Administrator's determination of their classification within the Grid preliminarily approved by the Court.

For the reasons set forth in this Order, the Court finds that the settlement in this matter is fair, reasonable and in the best interest of all class members and APPROVES the settlement.

1. THE APPLICABLE STANDARD OF REVIEW

In considering whether to grant final approval of the proposed settlement under Rule 1.220, the Court should consider the following non-exclusive list of factors:

> (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

Griffith v. Quality Distribution, Inc., 2018 WL 3403537, 2018 Fla. App. LEXIS 9879, slip op. at *9 (Fla. 2d DCA, July 13, 2018), *quoting Grosso v. Florida Nat'l Title Ins. Co.*, 983 So.2d 1165, 1173-74 (Fla. 3d DCA 2008). These factors must be assessed in light of the overriding public interest in favor of settlement, *Gulf Coast Elec.*

Coop. v. Johnson, 727 So.2d 259, 264 (Fla. 1999), particularly in class actions that have the well-deserved reputation as being most complex. At the same time, the Court is obligated to apply heightened scrutiny to approval of class settlements where a Court is asked to approve a settlement at the same time the class is certified. *Grosso v. Fidelity National Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 2d DCA 2008).

A settlement is fair, reasonable and adequate when the interests of the class as a whole are better served if the litigation is resolved by settlement rather than pursued. *Torres v. Bank of America (In re Checking Account)*, 830 F. Supp. 2d 1330, 1344 (S.D. Fla. 2011).[1] The Court is not called upon to determine whether the settlement reached by the parties is the best possible deal, or whether class members will receive as much from a settlement as they might have recovered from victory at trial. Recognizing the inherent uncertainty of complex litigation, a settlement's proponents must only establish that, all things considered, it is prudent to eliminate the risks of litigation to achieve specific certainty though it might be considerably less (or more) than were the case fought to the bitter end. *Francisco v. Numismatic Guar. Corp.*, 2008 U.S. Dist. LEXIS 125370, slip op. at *21 (S.D. Fla. 2008). A trial court should not make the parties "justify each term of settlement against a hypothetical or speculative measure of what concessions

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[1] Florida courts often look to federal cases for guidance as persuasive authority on issues regarding class actions. *See, e.g., Griffith, supra,* at *18 n.6; *Barnhill v. Florida Microsoft Anti-Trust Litigation*, 905 So.2d 195, 198 (Fla. 3d DCA 2005); *Toledo v. Hillsborough County Hosp. Auth.*, 747 So. 2d 958, 960 n.1 (Fla. 2d DCA 1999).

might [be] gained" as a court must be mindful that "compromise is the essence of settlement." *Diakos v. HSS Sys., LLC,* 2016 U.S. Dist. LEXIS 189153, slip op. at *9 (S.D. Fla. 2016*), quoting Association for Disabled Americans, Inc. v. Amoco Oil Co.,* 211 F.R.D. 457, 466 (S.D. Fla. 2002). *See also Bennet v. Behring Corp.,* 737 F.2d 982, 986 (11th Cir. 1984).

2. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On November 8, 2017, this Court entered the Preliminary Approval Order in the Action, preliminarily approving the terms of the class action settlement as set forth in the Settlement Agreement. Without objection, the Court hereby takes judicial notice, see FSA § 90.202.(6), of the Preliminary Approval Order and all attachments thereto. No party present at the hearing conducted on February 11, 2019, lodged any objection to any finding of fact embodied in the Preliminary Approval Order in a written objection[2] or at the fairness hearing. The Court therefore adopts and incorporates all findings of fact contained in the Preliminary Approval Order, including without limitation the findings contained in paragraphs 6(a)-(k), 10 (a)(1)-(a)(5), 10(b) and 12 of the Preliminary Approval Order.

2. In addition to the Preliminary Approval Order, without objection, the Court takes judicial notice pursuant to § 90.202(6) of all pleadings filed in this case including without limitation the original Complaint in this action, the Class

[2] The Court previously overruled the objections tendered by the Lucado Objectors in a written order dated February 7, 2019. The Court adopts and incorporates that Order by reference.

Action Complaint, all answers, cross claims and third-party complaints filed in this action.

3. The notice actually provided to Settlement Class Members has fully complied with all requirements of due process, Rule 1.220, and the notice plan approved by this Court in the Preliminary Approval Order. Exhibits 1 and attachments, Exhibit 2 and attachments, and Exhibit 3 and attachments, all received in evidence without objection, showing personal service and notice by publication, and the testimony of Ed Gentle, the Settlement Administrator previously appointed by this Court, concerning availability of notice information on a website, www.pensacolasettlement.com, are more than sufficient to satisfy the requirements of due process.

4. The Settlement Class preliminarily certified by order of this Court is appropriate for final certification and is hereby certified as set forth in the Preliminary order as follows:

> All persons who were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola, Florida, during the Explosion, or subsequent evacuation therefrom and emergency responses thereto; anyone who was married to such a Claimant at the time of any of the foregoing events; in the case of a Claimant who is deceased, the wrongful death beneficiaries or heirs of said Claimant; or anyone who is related to the Claimant and has a Claim through the Claimant due to said relationship.

5. This definition of the Settlement Class makes membership in the Settlement Class reasonably ascertainable. *Canal Ins. Co. v. Gibraltar Budget Plan, Inc.*, 41 So. 3d 375, 377 (Fla. 4th DCA 2010).

6. It is undisputed that the Settlement Class consists of at least 668 members. Each Settlement Class Member has a viable cause of action that is at issue against the Defendants. Because the Settlement Class Representatives are drawn from the Settlement Class, they each have standing to represent the Settlement Class. *Olen Properties Corp. v. Moss,* 981 So.2d 515, 517 (Fla. 2d DCA 2008).

7. It is undisputed that the Settlement Class is so numerous that joinder of all members is impracticable. *Sosa v. Safeway Premium Fin. Co.,* 73 So.2d 91, 114 (Fla. 2011). The Court therefore finds that the numerosity requirement in Rule 1.220(a)(1) is satisfied by the Settlement Class.

8. It is undisputed that all Settlement Class Members' claims arise from a single event, the Explosion defined in the Class Settlement Agreement and Release.

9. As found by the Court in the Preliminary Approval Order, which finding is undisputed and expressly incorporated herein by reference, there exist questions of law and fact common to all Settlement Class Members, all relating to the Explosion. The Settlement Class Representatives have common interests with the unnamed members of the Settlement Class in seeking redress for alleged personal injuries and other damage from the Explosion. Resolution of these questions will affect all class members. The Court therefore finds that the commonality requirement in Rule 1.220(a)(2) is satisfied. *Sosa, supra,* at 107-08; *see also Miami Auto. Retail, Inc. v. Baldwin,* 97 So.3d 846, 852 (Fla. 3d DCA 2012).

10. Each Settlement Class Representative possesses the same legal interest and has endured the same legal injury as all other Settlement Class Representatives. *Sosa, supra,* at 114-15; *see also Pinnacle Condo. Ass'n v. Haney,* ___ So.3d ___, 2019 Fla. App. LEXIS 289 (Fla. 3d DCA, January 9, 2019); *Discount Sleep of Ocala, LLC v. City of Ocala,* 245 So. 3d 842, 853 (Fla. 5th DCA 2018). All Settlement Class Representatives assert that they were injured in the Explosion forming the basis for claims by the Settlement Class Members. The Court therefore finds that the typicality requirement in Rule 1.220(a)(2) is satisfied.

11. The Settlement Class Representatives have fairly and adequately represented the Settlement Class. It is undisputed that counsel for the Settlement Class Counsel are highly qualified and experienced in similar class actions involving injuries. It also is undisputed that Settlement Class Counsel includes at least one attorney representing individuals in each "level" of the Settlement Administrator's scoring Grid. The interests of Settlement Class Counsel and Settlement Class Representatives are not antagonistic, in that both the Representatives and absent Settlement Class Members are identical. *Sosa, supra,* at 115. The Court further finds there are no conflicts between the Settlement Class Representatives and the remaining Settlement Class Members, because each "level" on the Settlement Administrator's scoring Grid is represented by a Settlement Class Representative.

12. The questions of fact and law common to the claims predominate over individual questions of law or fact affecting only individual members of the

Settlement Class. All of the injuries being addressed by the Settlement Agreement arise from a single operative event: the Explosion at the CBD. The same questions of liability of the Settling Defendants pervade this action as to each Settlement Class Member. The common questions of liability involve complex factual questions that pervade the causes of action that each Settlement Class Member would have to assert if they tried their cases individually. *Sosa, supra,* at 111-113. Because this is a case involving questions of contractual rights and obligation, there are also complex questions of law that are identical for each class member. Simply stated, each class member was in the same building at the same time that an explosion occurred in that building. How it happened and who is responsible are identical questions for all Settlement Class Members. Those common questions clearly predominate over individual issues. *Id.,* at 112.

13. The fact that individual Settlement Class Members may have sustained individual damages does not defeat a finding of predominance. Class issues predominate if damages are calculable by using a systematic formula. *Sosa,* at 113; *Broin v. Philip Morris Cos.,* 641 So. 2d 888, 892 (Fla. 3d DCA 1994). In this case, the undisputed evidence is that Ed Gentle, the Court appointed Settlement Administrator, developed a settlement "Grid" containing objective criteria that enabled the Administrator to differentiate claims for injury uniformly and objectively. The undisputed evidence was that grids of this type have been used in numerous other class actions, including class action settlements in Florida state courts. Mr. Gentle testified without objection that he himself had developed such

grids in other cases. Mr. Gentle also testified that the Grid was developed after substantial consultation with counsel for Settlement Class Members.

14. Under the terms of the Class Action Settlement Agreement and Release, each Settlement Class Member could seek reconsideration by the Settlement Administrator, called an "appeal," of their score. Mr. Gentle testified that there were 112 timely-filed appeals and 58 late appeals for a total of 170. The Administrator granted 31 appeals.

15. No Settlement Class Member objected to use of a Grid formula for apportionment of damages among Settlement Class Members.

16. No Settlement Class Member objected to the criteria used in the Settlement Grid to differentiate between the levels of compensation awarded.

17. No Settlement Class Member objected to classification of three Settlement Members as Gravely Injured Claimants in the Grid or to the gravity of their claims.

18. A total of 37 individuals objected only to the way their scores were determined within the Settlement Grid. The Court heard testimony from Mr. Gentle on how he and his staff had determined the respective scores or placements of the objectors on the Grid. In each case, Mr. Gentle was able to point to objective and uniform criteria contained on the Grid itself as the basis for his decision in each of the 37 cases discussed before the Court.

19. The Court finds that the use of the Settlement Grid and its structure and application in this case is a permissible and fair method for apportioning

damages in this matter. The Grid and its application by Mr. Gentle constitute a "systematic formula" of the kind envisaged in *Sosa* and *Broin*. The lack of any objection to the Grid itself, the number of levels, or the criteria used to determine placement in a level reinforces this finding.

20. Resolving this matter by a class action is superior to individual litigation. The Court heard testimony from Kenneth Bell, Esq., who previously sat as a judge of this Court and a Justice of the Florida Supreme Court, who gave undisputed testimony that other methods of litigation create extraordinary problems because of the competing claims among class members, several of which could exhaust all available funds in the settlement, leaving most class members with nothing. Justice Bell also testified that trial of a liability case before a jury would be expensive and long.

21. As noted below, the Settlement to be approved results in waiver by Escambia County of claims for damage for destruction of the CBD and rebuilding of the CBD and extra costs for the housing of inmates since the Explosion. There was undisputed testimony that if its claims went forward, Escambia County would seek damages in the range of $70 million to $90 million. Those claims would be asserted in the absence of settlement.

22. In addition, as Judge Bell testified, even if there is a single liability trial in this matter, it would leave for disposition 668 individual claims, creating a mini-*Engle* administration problem and potentially resulting in a situation in which the first claimants to go to trial could exhaust all of the available funds.

Liggett Grp. v. Engle, 853 So. 2d 434, 445-46 (Fla. 3d DCA 2003), approved in part and quashed in part on other grounds, 945 So. 2d 1246 (Fla. 2006))

23. Many of the Defendants presently before the Court have policies with limits that erode by payment of defense costs. Conducting a full liability trial would exhaust those limits.

24. BITCO General Insurance Corp. and BITCO National Insurance Co. filed a declaratory judgment action seeking a determination that they have no obligation to defend or indemnify parties claiming to be insureds under their policies. That action, filed in the Northern District of Florida, has been abated rather than dismissed to allow BITCO General and BITCO National to participate in this action, which they have done. Failure to conclude this settlement would result in revival of that action, adding additional uncertainty to liability trials.

25. The Court therefore finds that disposition of this matter as a class action is far superior than any other available method taking into account the interests of Settlement Class Members, costs of individual cases, uncertainly caused by revival of claims and administration issues. *Sosa, supra,* at 116.

26. In addition to determining whether the class should be certified, the Court must determine whether the proposed Settlement is fair. All of the Court's findings in favor of final certification weigh strongly in favor of approval of the settlement as fair and in the best interests of all class members. In addition, the Court makes the following findings with respect to fairness.

27. 512 Settlement Class Members submitted materials for evaluation by the Settlement Administrator. This is a very high level of participation.

28. Only two (2) Settlement Class Members opted out of the Settlement as preliminarily approved. This is a very low number.

29. Although 37 individuals objected to their particular score as determined by the Settlement Administrator, none of these objectors challenged the fairness of the amount of the settlement or its structure.

30. The objections of the three "latent disease Objectors" have been addressed in the Court's order of February 7, 2019, which is incorporated herein by reference.

31. The Court therefore finds that the reaction of the Class to the settlement is overwhelmingly positive.

32. The Court finds that litigation issues in this matter are highly complex, as set forth in paragraphs 21-24 of this Judgment. In addition, Escambia County asserted claims for indemnification against A.E. New, Jr. Inc. and Caldwell Associates Architects, Inc. New in turn had claims for indemnification against subcontractors. Those claims are released if this settlement is approved. If this settlement is voided, those claims are not released. See Cross-Claims of Escambia County (Filing # 28403355 E-Filed 06/11/2015) Absent the release of these claims, Escambia County, Florida would effectively become a plaintiff with the largest monetary claims in this litigation and could effectively assert a claim for most if not all of the available insurance proceeds.

33. The cause and origin of the explosion was undetermined. Any litigation of liability issues would be highly complex and would erode substantial portions of the tendered settlement proceeds due to eroding insurance policies affording coverage/defense to certain defendants.

34. Both Escambia County and Pensacola Energy are governmental entities to which Fla. Stat. § 768.28 applies. Questions of sovereign immunity add complexity to any litigation going forward.

35. Failing to approve this settlement would result in a highly complex array of overlapping lawsuits involving the merits, legal issues, contribution and indemnity, and insurance coverage. Accepting the settlement as is avoids this cost and risk to the class, Defendants and this Court.

36. The Settlement Amount to be paid was negotiated over a period of several days in a global mediation between the Settling Defendants and their insurers and counsel representing 440 of the 667 of the individuals who became Settlement Class Members. It is essentially all of the Settling Defendants' policy limits.

37. The Settlement Amount being paid includes substantial contributions from entities that likely would not be found to be liable in the event of a trial on the merits. In the event of trial on the merits, these Defendants would not be obligated to pay any damages.

38. The Settlement Amount being paid includes substantial contributions from insurers whose policies are eroded by payment of defense costs. In the event

of trial on the merits, these policies likely would be exhausted by payment of defense costs.

39. The Settlement Amount being paid includes substantial sums from the insurers for at least one defendant, A.E. New, Jr., Inc., that have asserted coverage defenses. If this settlement is not approved, those coverage defenses will be litigated and the amount available for resolution of judgments or settlements may be reduced.

40. In addition, to protect the interests of absent class members, Robert Heath, Esq., at the request of the Settlement Administrator, was appointed by this Court to provide assistance to pro se class members. Mr. Heath testified that he provided assistance of various forms to approximately 80 settlement class members. The Court finds that the availability of Mr. Heath to provide assistance to pro se settlement class members is further evidence of fairness in the settlement.

41. Based on the evidence adduced in the Preliminary Approval Hearing, the Fairness Hearing, the lack of significant objections and applying a rigorous standard of review to the terms of the settlement, the Court finds it to be fair, adequate, reasonable and in the best interests of the Settlement Class. The Court further finds that the Settlement and the process used to allocate the Settlement Amount adequately protects the interests of absent class members.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court reaffirms the certification of the Settlement Class in its Preliminary Approval Order, and this action is hereby finally certified as a class action for settlement purposes only on behalf of a class consisting of

> All persons who were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola, Florida, during the Explosion, or subsequent evacuation therefrom and emergency responses thereto; anyone who was married to such a Claimant at the time of any of the foregoing events; in the case of a Claimant who is deceased, the wrongful death beneficiaries or heirs of said Claimant; or anyone who is related to the Claimant and has a claim through the Claimant due to said relationship.

2. The Court confirms its appointment of Christopher Hankinson; the Estate of Robert Earl Simmons; Cornelius Lee Henderson; Bryan Joseph Gilpatrick; Bakari Henderson; Gary Norman Hauffe; Cameron Perkins; Shawn Moyers; Joyce Montgomery; and Shannon Hankinson as Settlement Class Representatives.

3. The Court confirms its appointment of Mr. Ed Gentle of Gentle, Turner, Sexton & Harbison, LLC as the Settlement Administrator and designates Mr. Gentle as a Special Master under Florida Rules of Civil Procedure 1.490, 12.492, and 5.697. The scope of Mr. Gentle's duties as a Special Master are limited to the duties ascribed to the Settlement Administrator and Escrow Agent as set out in the Settlement Agreement and Escrow Agreements executed in connection with the Settlement Agreement. All fees and expenses of the Settlement Administrator shall be paid exclusively from the Settlement Amount pursuant to the terms of the Settlement Agreement. The Settlement Administrator hereby confirms receipt of the prior advancement by Defendants and Insurers of the sum of $35,000 payable as a reduction from the Settlement Fund to the Settlement Administrator.

4. After considering the factors governing the propriety of judicial approval of the proposed class settlement under Rule 1.220 and other applicable law, the Settlement Agreement, which is incorporated herein by reference, is hereby approved as fair, adequate and reasonable and in the best interests of the Settlement Class. The Defendants have agreed to the language in this Final Order.

5. After first resolving and satisfying all Liens for each respective Settlement Class Member, according to the procedure set forth in the Settlement Agreement, the Settlement Administrator shall pay each Settlement Class Member his or her net recovery from the Settlement Fund remaining after the payment of attorneys' fees and expenses due Counsel for Individual Class Members according to the fee agreements between the individual Settlement Class Member and their counsel, and the Settlement Administrator's remaining fees and expenses in accordance with the Settlement Agreement after reduction for the $35,000 previously advanced. Upon receipt of the payment described above, each Settlement Class Member will execute the releases and documents called for in the Settlement Agreement. Moreover, the Defendants shall have no liability for any costs or expenses associated with implementation of the Settlement Agreement, including any fees or costs incurred by the Settlement Administrator or Settlement Class Counsel. Class Counsel have waived a separate Class Counsel fee in order to benefit the Class, but remain entitled to reimbursement for expenses incurred in their capacity as Class Counsel.

6. The Settlement Administrator Robert Heath, Esq., previously appointed by the Court, has helped pro se class members complete their Claim Forms, with this service to continue throughout the life of the Settlement.

7. Upon reaching Final Settlement as defined herein and the entry of the Final Approval Order and the exhaustion and completion of any and all subsequent judicial appeals, the Participating Defendants and Participating Insurers shall execute an absolute, comprehensive, global, and mutual release of all claims among and between them and shall dismiss all pending civil claims asserted among and/or between them. This absolute, comprehensive, global and mutual release is not intended to nor shall it operate to effectuate a release, modification, novation or alteration in any respect of any separate agreements which may exist or have been entered into between any insurer(s) and its/their respective insureds regard continuing defense obligations, indemnification, or any other contractual matter agreed upon between the insurer(s) and its/their insured(s).

The Parties agree that following due diligence most insurers applicable limit of liability is deemed exhausted upon payment of its allocable share of the Settlement Amount to the Settlement Administrator pursuant to the terms of the Section 9.5 of the Class Action Settlement Agreement and General Release.

8. Final judgment is hereby entered dismissing with prejudice the Claims of Plaintiffs and the members of the Settlement Class against the Defendants and Released Persons. Because there is no just reason for delay, the Court hereby enters final judgment on the dismissed claims.

9. All members of the Settlement Class certified in this Order (other than the two opt-outs, Taylor Rhodes and Robert Wagers, who are not members of the Settlement Class) are bound by the Release in Section 12 of the Settlement Agreement and are hereby permanently enjoined and restrained from filing or prosecuting any Released Claim against any and all Released Persons as defined in Sections 1.27 of the Settlement Agreement. The Court hereby finds that the notice which has been given is consistent with and satisfies the due process rights of the entire Settlement Class.

10. The Court hereby dismisses the claims of Plaintiffs and the members of the Settlement Class against all Defendants in the Action with prejudice and without costs, other than what has been specifically provided for in the Settlement Agreement.

11. The Court dismisses the claims against all Defendants in the Action of potential Class Members who have timely and properly requested exclusion from the Settlement Class, who are Taylor Rhodes and Robert Wagers, without prejudice.

12. Without affecting the finality of this judgment in any way, the Court retains jurisdiction over the administration, construction, interpretation, implementation, and enforcement of the Agreement including all matters relating to the Holdback Amount as set forth in the Agreement. During the term of this Agreement, Class Counsel, the Settlement Administrator or any Defendant or Insurer may apply to the Court for any relief necessary to construe, implement or

effectuate this Agreement, the Holdback Amount, or this Judgment. The Defendants, Insurers, the Settlement Administrator, and Class Counsel may also jointly agree by written amendment to modify the provisions of the Agreement as they deem necessary to effectuate its intent, provided, however, that they may make no agreement that reduces or impairs any benefits to any Settlement Class Members without approval by the Court.

13. When this judgment becomes final and non-appealable, the Defendants and Insurers are directed to make the payments set forth in the Agreement. The Settlement Administrator is directed to enter into all Escrow Agreements necessary to implement the Agreement and to provide the benefits of the Agreement to the Settlement Class as provided for in the Agreement, and in accordance with the notice plan published and mailed to the Settlement Class.

14. The Settlement Fund shall be a Qualified Settlement Fund as described in Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1 established by order of this Court and shall remain subject to the jurisdiction of this Court. Where applicable and in the best interests of the Settlement Class Member, the Settlement Fund is authorized to effect qualified assignments of any resulting structured settlement liability within the meaning of Section 130(c) of the Internal Revenue Code.

In the event that the Agreement and Settlement does not become effective in accordance with the terms of the agreement, then this judgment shall be rendered null and void to the extent provided by and in accordance with the Agreement, and

in such event, all orders and judgments entered in connection herewith shall be null, void and vacated to the extent provided by and in accordance with the Agreement.

The Court has considered the due process rights of absent Class Members and finds such rights have been and are fully and adequately protected herein.

15. This Order is a Final Judgment and is in all respects a final and appealable order.

16. Except as expressly stated otherwise in this Final Order, the Preliminary Approval Order, or the Settlement Agreement, all costs shall be borne by the party incurring them.

Entered this _____ day of February, 2019.

eSigned by CIRCUIT JUDGE JAN SHACKELFORD in 2015 CA 000722
on 02/22/2019 15:25:23 iM.n8aar

Jan Shackelford
Circuit Judge