

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT OF THE STATE OF FLORIDA FOR  
ESCAMBIA COUNTY

CLARKE ALLEN, ET AL.,

PLAINTIFFS, Individually  
and on behalf of a class of  
Persons defined below,

v.

A. E. NEW JR., INC.;  
CALDWELL ASSOCIATES  
ARCHITECTS, INC.;  
and ESCAMBIA COUNTY, FLORIDA, ET AL.,

DEFENDANTS.

Case No. 2015-CA-000722  
Division E

**NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES,  
AND SETTLEMENT; (II) FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF A CASE CONTRIBUTION  
AWARD AND ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

*YOUR LEGAL RIGHTS MIGHT BE AFFECTED IF YOU ARE A MEMBER OF THE FOLLOWING CLASS (the "Settlement  
Class"):*

**All persons who were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola Florida during the April 30, 2014 fire and explosion at the Escambia County Central Booking and Detention Center (the "CBD") in Pensacola, Florida (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.**

PLEASE READ THIS NOTICE CAREFULLY.  
A STATE COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.  
YOU HAVE NOT BEEN SUED.

Escambia County Circuit Court Judge Jan Shackelford (the "Court"), has preliminarily approved a settlement (the "Settlement") of a class action lawsuit (the "Action") brought for liability and damages. The Settlement generally provides for payments to individuals who file a claim for injuries or damages suffered as a result of the "Explosion" at the "CBD". The Settlement is summarized below.

A Settlement Fund consisting of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) in cash is being established in the Action. Class Counsel believes that the Fund will allow for distribution to members of the Class, as the Net Settlement Fund. The Fund, including accrued interest, after payment of any taxes, expenses, approved attorneys' fees and costs, and a Case Contribution Award to the Named Plaintiffs (after deductions, the "Net Settlement Fund"), will be allocated to Settlement Class members according to a Plan of Allocation to be approved by the Court. The estimated amount of the Net Settlement Fund is \$17,500,000. The Court has scheduled a hearing to consider Named Plaintiffs' Motion for Final Approval of the Settlement and Class Counsel's Motions for Attorneys' Fees and Expenses and for a Case Contribution Award to the Named Plaintiffs. That hearing has been scheduled for February 11, 2019 at 9:00 a.m., before the Honorable Jan Shackelford, in the Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County, at the M.C. Blanchard Judicial Building, Courtroom 404 or such other Courtroom as may be designated, 190 Governmental Center, Pensacola, Florida 32502.

Any objections to the Settlement or the Motions for Attorneys' Fees and Expenses and for a Case Contribution Award to the Named Plaintiffs must be filed with the Court and served in writing on the Clerk of the Court, Class Counsel, Counsel for Individual Class Members and Settlement Administrator, identified on Pages 7 and 8 of this Notice, and on Defendants' attorneys, who also are identified on Page 8 of this Notice. The procedure for objecting is described below.

This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Class Action Settlement Agreement ("Settlement Agreement"). The Settlement Stipulation and additional information with respect to this Action and the Settlement are available at an internet site dedicated to the Settlement, [www.pensacolasettlement.com](http://www.pensacolasettlement.com), the "Settlement Website").

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE OF THE SETTLEMENT, YOU MAY OBJECT TO THE SETTLEMENT BY FOLLOWING THE PROCEDURES DESCRIBED BELOW.**

<b>YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b>	
<b>YOU MUST FILE A CLAIM FORM WITHIN 90 DAYS OF THE EFFECTIVE DATE OF THE PRELIMINARY APPROVAL ORDER, OR NO LATER THAN MARCH 10, 2018.</b>	If the Settlement is approved by the Court and you are a member of the Settlement Class, you must file the Claim Form approved by the Court.
<b>YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT NO MORE THAN 265 DAYS AFTER THE EFFECTIVE DATE OF THE PRELIMINARY APPROVAL ORDER, OR NO LATER THAN SEPTEMBER 1, 2018</b>	If you wish to exclude yourself from the Settlement, you may (as described below) write to the Court, the Settlement Administrator as described on page 8 of this Notice about your wish to exclude yourself from the Settlement.
<b>YOU MAY OBJECT TO THE SETTLEMENT NO MORE THAN 265 DAYS AFTER THE EFFECTIVE DATE OF THE PRELIMINARY APPROVAL ORDER, OR NO LATER THAN SEPTEMBER 1, 2018.</b>	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and Class Counsel, Individual Plaintiffs' Counsel, and Defense Counsel identified on Pages 9 through 12 of this Notice about why you object to the Settlement.
<b>YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON FEBRUARY 11, 2019.</b>	If you submit a timely written objection to the Settlement to the Court and counsel, you may (but do not have to) attend the Fairness Hearing about the Settlement and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will be allowed to speak at the Fairness Hearing only if you file a written objection in advance of the Fairness Hearing as described above and on pages 9 through 12 and file a Notice of Intention to Appear in accordance with page 13.

- These rights and options, and the **deadlines to exercise them** are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

Further information regarding this litigation and this Notice may be obtained by contacting Class Counsel:

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The Settlement Administrator has established a toll-free phone number to receive your comments and questions: 855-711-2079. You may also send email to [egentle@gtandslaw.com](mailto:egentle@gtandslaw.com).

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**SUMMARY OF THE CASE**

This Action is a consolidated class action in which Named Plaintiffs allege that Defendants acted negligently and caused injuries, death and damages as a result of the Explosion at the CBD. Copies of the Complaint and Amended Class Action Complaint (the “Complaint”) and other documents filed in the Action are available at [www.pensacolasettlement.com](http://www.pensacolasettlement.com) or from Class Counsel.

The Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County is in charge of this case. The persons who sued are called “Named Plaintiffs,” and the people they sued are called “Defendants.” The Named Plaintiffs are listed in the Amended Class Action Complaint. The Defendants are A.E. New, Jr., Inc., Caldwell Associates Architects, Inc., Escambia County, Florida, Alliance Laundry Holdings, LLLC, The City Of Pensacola D/B/A Pensacola Energy, Coin Laundry Equipment Co., Inc., Futch Design Associates, Inc., Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering Group, LLC, Rebol-Battle & Associates, and Semco, Inc. The Action is known as *Allen, et al, v. A.E. New, Jr.; Caldwell Associates Architects, Inc.; and Escambia County, Florida, et al*, Civil Action No: 2015-CA-000722.

## STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Plaintiffs face an uncertain outcome if this Action is to continue. Defendants strongly dispute the claims asserted in the Action. If Plaintiffs' case proceeded to trial, Plaintiffs could receive a judgment or verdict greater or less than \$17,500,000, or no recovery at all. The significant challenges in moving forward with this litigation make settling this case the best option under these circumstances.

Named Plaintiffs and Defendants disagree on liability, and dispute the amount that would be recoverable even if Plaintiffs were to prevail at trial. Defendants have denied and continue to deny all claims and contentions by Named Plaintiffs. Defendants deny that they are liable to the Settlement Class, and that the Settlement Class has suffered any losses or damages for which Defendants could be held legally responsible. Nevertheless, Defendants have considered the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Stipulation.

## STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT IN THIS ACTION

Class Counsel are waiving Class Counsel fees.

## WHAT WILL THE PLAINTIFFS GET?

The Plaintiffs will share in the allocation of the Net Settlement Fund on the same basis as all other members of the Settlement Class. In addition, approximately 85 Plaintiffs who originally brought the Complaint will ask the Court to award up to \$1,323 to each of them in recognition of their representation of the Settlement Class. Any such award will be paid solely from the proceeds of the Settlement Fund. Information about any such award sought will be included within any motion for a Case Contribution Award posted to the Settlement Website at least two weeks before the deadline for objecting, or by no later than August 18, 2018.

## BASIC INFORMATION

### 1. WHY DID I GET THIS NOTICE PACKAGE?

You 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; or you were married to such a Claimant at the time of any of the foregoing events; in the case of a Claimant who is deceased, you are the wrongful death beneficiaries or heirs of said Claimant; or you are related to the Claimant and have a Claim through the Claimant due to said relationship.

The Court directed that this Notice be sent to you because, if you fall within that group, you have a right to know about the Settlement and the options available to you regarding the Settlement, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Fund will be allocated among Settlement Class members who file a completed Claim Form. This Notice describes the Action, the Settlement, your legal rights, the benefits available under the Settlement, who is eligible for them, and how to get them.

### 2. WHAT IS THE ACTION ABOUT?

## *THE CLAIMS IN THIS ACTION*

Plaintiffs' Complaint was filed on behalf of Class Members to recover damages for injuries and death and civil rights violations as a result of the Explosion.

### ***THE ACTION HAS BEEN VIGOROUSLY LITIGATED***

Class Counsel has extensively investigated the allegations in the Action. Class Counsel has retained experts, has engaged in significant review and analysis of financial documents, have spoken with numerous individuals, has engaged in significant motion practice, has drafted multiple Complaints and proffers and spent a significant amount of time and effort in the prosecution of this case.

This Action was litigated by Named Plaintiffs and Class Counsel for approximately two years before a final agreement on Settlement terms was reached. Plaintiffs filed their initial Complaint on April 29, 2015, and their Amended Class Action Complaint on July 6, 2017. In addition to the above, the parties served document requests and interrogatories upon each other and were moving forward with substantial discovery efforts.

### ***SETTLEMENT DISCUSSIONS***

The Settlement is the product of hard-fought, lengthy negotiations between Class Counsel and the Defendants' Counsel. Class Counsel aggressively fought for a reasonable resolution of Plaintiffs' claims in light of the realities of the litigation.

#### **3. WHY IS THIS CASE A CLASS ACTION?**

In a class action, one or more plaintiffs, called "class representatives" or "plaintiffs," sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the "class" and are referred to individually as "class members." One case resolves the issues for all class members together. Because the wrongful conduct alleged in this Action allegedly affected a large group of people in a similar way, Named Plaintiffs filed this case as a class action.

#### **4. WHY IS THERE A SETTLEMENT?**

The Parties have agreed to settle this case following significant litigation. While Plaintiffs and Class Counsel believe the Action has merit, they recognize that the outcome would be uncertain. Plaintiffs faced lengthy litigation on the merits of their claims, including discovery, class certification proceedings, trial, and likely appeals.

As in any litigation, the Plaintiffs would face an uncertain outcome. On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in no recovery at all, or a recovery that is less than the amount of the Settlement. And continuing the case could result in judgment for Defendants. Based on these factors, Plaintiffs and Class Counsel have concluded that the proposed cash Settlement is in the best interests of all Settlement Class members.

#### **5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?**

You are a member of the Settlement Class if you fall within the definition of the Settlement Class approved by the Court:

**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.**

If you are a member of the Settlement Class, the amount of money you will receive, if any, depends upon how your damages and injuries are defined pursuant to the Settlement Matrix in the Settlement Agreement.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **6. WHAT DOES THE SETTLEMENT PROVIDE?**

A Net Settlement Fund will be divided among eligible Settlement Class members. The Settlement Agreement, other related documents, and a list of frequently asked questions are available at the Settlement Website identified below, and further describe the details of the proposed Settlement. You must file a completed Claim Form to receive a Settlement distribution, if any, pursuant to the Settlement. The amount to which you are entitled, if anything, cannot be determined until after the Court has finally approved the Settlement and after completed Claim Forms are processed and graded. At that time, the Settlement Matrix of the Settlement Agreement will be utilized to calculate your Monetary Benefits.

If the Settlement is approved by the Court, all Settlement Class members and anyone claiming through them shall be deemed to fully release the “Defendants’ Releasees” from “Plaintiffs’ Released Claims.” Defendants’ Releasees are broadly defined in the Settlement Agreement, and include, among others, the Defendants and their trustees, directors, agents, employees, representatives, officers, directors, attorneys, managers, shareholders, members, partners, and successors and assigns, jointly and severally. Plaintiffs’ Released Claims, which also are broadly defined in the Settlement Agreement, include, among others, any and all claims that were or could have been asserted in the Action. This means that Settlement Class members will be enjoined from and will not have the right to sue Defendants’ Releasees for anything related to the Explosion.

The above description of the proposed Settlement is only a summary. Complete terms are set forth in the Settlement Agreement (including its exhibits), which may be obtained from the Settlement Website, [www.pensacolasettlement.com](http://www.pensacolasettlement.com), or by contacting Class Counsel listed on Page 3 above.

### **7. HOW MUCH WILL MY PAYMENT BE?**

Your Monetary Benefits (if any) of the Net Settlement Fund, net of the fees and expenses described above, will depend on the Settlement Matrix in the Settlement Agreement, as described above. Each Settlement Class member’s Monetary Benefits will be calculated by the Settlement Administrator. You are not responsible for calculating the amount you may be entitled to receive under the Settlement.

If you are entitled to Monetary Benefits from the Net Settlement Fund, you will receive a statement showing your Monetary Benefits. If you have questions regarding the allocation of the Settlement proceeds, please contact Class Counsel listed on Page 2 above.

### **8. HOW CAN I GET PAYMENT?**

You must file a Claim Form and all required documentation. A Claim Form is attached to this Notice. Read the instructions carefully, fill out the form, include all documents the form asks for, sign it, and mail it postmarked no later than 90 days after the effective date of the Preliminary Approval Order (or by March 10, 2018).

### **9. WHEN WOULD I GET MY PAYMENT?**

The Settlement cannot be completed unless and until several events occur. These events include final approval of the Settlement by the Court and calculation of the amount of the Settlement proceeds owed to each Settlement Class member. If objections are made or appeals are taken by objectors from approval of the Settlement, this process may take a long time to complete, possibly years.

## **THERE WILL BE NO PAYMENTS IF THE SETTLEMENT AGREEMENT IS TERMINATED**

The Settlement may be terminated for several reasons, including if: (1) the Court does not approve, or materially modifies, the Settlement Agreement in a way that Plaintiffs and Defendants do not accept; or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement is terminated, the Action will proceed as if the Settlement Agreement had not been entered into.

Calculations will be made as soon as practicable after the Settlement is completed, and a distribution will be made as soon as practicable after the calculations have been verified. Only Settlement Class members entitled to a distribution will receive correspondence when the distribution is made, because the costs of distribution are borne by the Net Settlement Fund, and sending notices to those who are not entitled to a distribution would deplete the Net Settlement Fund. Updates, when available, will be posted to the Settlement Website

### **10. MUST I PARTICIPATE IN THE SETTLEMENT?**

*You have the right to exclude yourself from the Settlement.* You can opt out from the Settlement by filing, or having your lawyer file a request to be excluded from this Settlement in this Court. This letter or request must be served by mail postmarked to the Settlement Administrator on or before 265 days after the effective date of the Preliminary Approval Order, or September 1, 2018. To be valid, a Request for Exclusion must state the Settlement Class Member's full name, address, and a telephone number at which he or she currently can be reached. Further, the Request for Exclusion must clearly state that the Settlement Class Member wishes to be excluded from the Settlement. Any Settlement Class Member who timely submits a valid Request for Exclusion will be excluded from the Settlement Class and will not be bound by the terms of this Agreement.

To exclude yourself from the settlement, you must send a written request for exclusion clearly evidencing your desire to opt-out of the Settlement ("Opt-Out Request") and signed by you or your duly authorized representative with documentation of such representation or authorization to:

The Pensacola Jail Explosion Settlement  
Edgar C. Gentle, III, Settlement Administrator  
501 Riverchase Parkway East, Suite 100  
Hoover, Alabama 35244  
[egentle@gtandslaw.com](mailto:egentle@gtandslaw.com)  
(205) 716-3000  
(855) 711-2079

Postmarked no more than 265 days after the effective date of the Preliminary Approval Order. The Settlement Administrator will provide a copy thereof to the Court, Class Counsel and Defense Counsel, described below.

### **THE LAWYERS REPRESENTING YOU**

### **11. DO I HAVE A LAWYER IN THE CASE?**

The Court has appointed Casey L. Lott, Esq. of Langston & Lott, PLLC, Christopher P. Janes, Esq. and Adrian R. Bridges, Esq. of Michles & Booth; and Eric D. Stevenson, Esq. and J. Christopher Klotz, Esq. of Stevenson Klotz, as Class Counsel for Plaintiffs and the Settlement Class in this Action. If you want to be represented by your own lawyer, you may hire one at your own expense



**12. HOW WILL THE LAWYERS BE PAID?**

Class Counsel are waiving Class Counsel fees.

**13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT OR THE MOTIONS FOR ATTORNEYS' EXPENSES?**

Note: Class Counsel has waived Class Counsel Fees and Named Plaintiffs (except as noted above) have waived Plaintiff awards.

If you are a Settlement Class member, *you can object to the Settlement*. To object, you must file a letter or other writing with the Court stating that you object to the Settlement in *Allen, et al, v. A.E. New, Jr.; Caldwell Associates Architects, Inc.; and Escambia County, Florida, et al, Civil Action No: 2015-CA-000722*.

***You must include your name, address, telephone number, and signature, whether you intend to appear at the hearing, and a full explanation of all the reasons you object to the Settlement.*** The objection must refer prominently to *Allen, et al, v. A.E. New, Jr.; Caldwell Associates Architects, Inc.; and Escambia County, Florida, et al, Civil Action No: 2015-CA-000722*.

Objections must be sent to the Court. The address for the Court is: 190 W. Government Street, Pensacola, Florida 32502. ***Your written objection must be sent to the Court and postmarked, or if not sent by United States Postal Service mail, received by the Court, by no later than September 1, 2018.***

Any objection must also be postmarked, or received if not sent by United States Postal Service mail, to counsel on the same day it is sent to the Court. Objections may alternatively be emailed to counsel, but emailing any objection(s) to counsel does not relieve you from the obligation to file the objection(s) with the Clerk of the Court by mail as described immediately above.

**To Class Counsel:**

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**To Counsel for the Individual Class Members:**

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**To Defense Counsel:**

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Daphne, AL 36526

Rebol-Battle & Associates LLC  
Stuart C. Poague, Esq.  
Kubicki Draper  
1705 Metropolitan Boulevard, Suite 202  
Tallahassee, Florida 32308

SEMCO of Pensacola Inc.  
Linda H. Wade, Esq.  
Wade Palmer & Shoemaker, P.A.  
14 North Palafox Street  
Pensacola, Florida 32502

*Your objection must be sent to the Court and contemporaneously sent to the counsel listed above. If the objection is sent via the United States Postal Service, it must be postmarked by September 1, 2018. If the objection is sent by other means and not via the United States Postal Service, it must be received by the Court no later than September 1, 2018.*

#### **THE FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement as fair, reasonable, and adequate (the "Fairness Hearing"). You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend.

**14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Fairness Hearing in this case will be held at 9:00 a.m. on February 11, 2019, before The Honorable Jan Shackelford, in the Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County, M.C. Blanchard Judicial Building, Courtroom 404 or such other Courtroom as may be designated, 190 Governmental Center, Pensacola, Florida 32502, to consider whether to approve the Settlement and a request by the lawyers representing all Settlement Class members, Class Counsel, for expenses, and for other case-related expenses. The Court may adjourn the Fairness Hearing without further notice to the Settlement Class so, if you wish to attend, you should confirm the date and time of the Fairness Hearing with Class Counsel before doing so. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court also will rule on the Motions for Attorneys' Fees and Expenses and for a Case Contribution Award to the Named Plaintiffs. It is not known how long these decisions will take or whether appeals will be taken.

**15. DO I HAVE TO COME TO THE HEARING?**

No. You may come at your own expense or retain an attorney at your own expense to attend, but your attendance is not necessary. The Court will consider any written objections even if you do not attend the hearing.

**16. MAY I SPEAK AT THE HEARING?**

If you are a Settlement Class member, you or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must have served an objection and you *must* send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Allen, et al, v. A.E. New, Jr.; Caldwell Associates Architects, Inc.; and Escambia County, Florida, et al, Civil Action No: 2015-CA-000722.*" Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear (1) must be filed and served on the attorneys listed in the Answer to Question No. 13, above, (2) must be postmarked, or if not sent by United States Postal Service mail, received by the Court, by September 1, 2018, and (3) must be filed with the Clerk of the Court at the address listed in the Answer to Question No. 13.

**IF YOU DO NOTHING**

**17. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing at all, you will get no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

**18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed on Page 2, above. Copies may also be obtained at a dedicated Settlement internet site, [www.pensacolasettlement.com](http://www.pensacolasettlement.com), by calling the toll-free number 855-711-2079, or by sending an email to [egentle@gtandslaw.com](mailto:egentle@gtandslaw.com). You are encouraged to read the complete Settlement Agreement.

DATED: NOVEMBER 9, 2017