



5. The Court further finds that no less restrictive measure is available to protect these interests, and that the degree, duration and manner of confidentiality ordered herein are no broader than necessary to protect the interests.

6. This Court notes that it has considered previous requests for payment by way of an *In Camera* submission by the Settlement Administrator.

7. This Court finds that the materials in the Settlement Administrator's request for payment are and shall be deemed CONFIDENTIAL.

8. This Court Orders that a copy of the Order be posted on the Clerk's website and in a prominent public location in the courthouse.

9. It is further ORDERED that any materials sealed pursuant to this Order may otherwise be disclosed only as follows:

- (a.) to any judge of this Circuit for case-related reasons;
- (b.) to the Chief Judge or his or her designee;
- (c.) to adult parties or their attorneys of record; or
- (d.) by further order of the Court.

10. It is further ordered that the Clerk is hereby authorized to unseal any materials sealed pursuant to this Order for the purpose of filing, microfilming or imaging files, or transmitting a record to an appellate tribunal. The materials shall be resealed immediately upon completion of the filing.

**C. Settlement Administrator's December 17, 2024, Petition for Special Relief: Release of Holdback Amount**

11. In the Settlement Administrator's Petition for Relief, he, first, requests for the Release of the Holdback Fund for Distribution to the Claimants and their Lienholders.

12. The Court finds that the Holdback Amount is defined in Section 1.8 of the Class Settlement and General Release (the "Settlement Agreement") as "those sums withheld to protect Defendants and Insurers against (a) the claims of opt-outs; and (b) other contingencies agreed to by the Defendants and the Insurers with Class Counsel or approved by the Court. The Holdback Amount will be held by the

Settlement Administrator in escrow in an escrow account separate from the Qualified Settlement Fund as provided in this Agreement.”

13. The Court finds that, according to Section 1.30 of the Settlement Agreement, “the Holdback Amount shall be paid to the Settlement Administrator to be held in escrow as described below. The Settlement Amount does not include the Holdback Amount, which shall be held in a separate account as set forth in this Agreement.”

14. The Court finds that, in accordance with Section 9.4 of the Settlement Agreement, the Holdback Amount was timely determined, and agreed to, and initially equaled \$645,000.00. Subsequently, it was held at interest, and it now equals approximately \$661,687.05, on September 30, 2024.

15. The Court finds that, in accordance with Section 9.7 of the Settlement Agreement, the matters described in paragraph 9.6 have been resolved, and “the Settlement or the Parties, jointly or severally, may petition the Court for release of funds remaining of the Holdback Amount.” The Court finds that the Settlement Administrator has reported that there have been no draws against the Holdback Amount, maximizing what is now available to be distributed to the Claimants ratably according to Section 9.9 of the Settlement Agreement.

16. Therefore, the Court Finds, Orders, Adjudges and Decrees that the Holdback Amount shall be released to the Settlement Administrator to be paid to the Claimants and their Lienholders.

17. Furthermore, the Court finds that the average “handle” to administrator settlements is 5%. The Settlement Administrator has requested that his Firm receive a 5% payment for out-of-pocket expenses and fees incurred in paying out the Holdback Amount, which will include going back to numerous lienholders who were not paid in full from the Settlement Fund proper.

18. The Court hereby Orders that the Settlement Administrator shall be receive a 5% payment for out-of-pocket expenses and fees incurred in paying out the Holdback Amount.

19. Finally, the Court hereby Finds and Orders that Settling Defendants and Insurers have no liability for payment to any Class Members and any person or organization claiming by or through any Class Members, whether by subrogation, lien or otherwise, except as set forth in the Court’s Order of

February 19, 2019, which has been fully satisfied. Any and all claims, known or unknown, are hereby dismissed against all Defendants with prejudice.

**D. Settlement Administrator's Petition for Special Relief: Resolution of Liens Claims for Four Claimants**

20. The Court finds that there are four Claimants who wish to contest the liens against them and are represented by Michles & Booth, P.A. and Stevenson Klotz.

21. The Court finds that these four Claimants, the lienholder claims against them, the amount of the claims and the Net Claimant Amount due to be paid before liens, and the resulting proposed balance to be paid to the Claimant are described below.

(a.) The information applicable to Claimant Dequan Gaddy is as follows:

(1) Lienholders and Amounts

(A) Medicaid: \$0.00

(B) Escambia County: \$4,412.40

(C) Department of Revenue: \$23,000.76

(D) Oasis Financial: \$6,000.00

(E) Warrington Chiropractic: \$5,000.00

(2) Net Claimant Amount Due to Be Paid Before Liens:

\$13,303.00

(3) Resulting Proposed Balance to Be Paid to Claimant:

\$0.00

(b.) The information applicable to Claimant Terrell D. Johnson is as follows:

(1) Lienholders and Amounts

(A) Medicaid: \$0.00

(B) Escambia County: \$81,170.17

(C) Hamilton, OH Child Support: Unknown at this time

(D) Legal Funding: \$14,585.00

(2) Net Claimant Amount Due to Be Paid Before Liens:  
\$13,303.00

(3) Resulting Proposed Balance to Be Paid to Claimant:  
\$0.00

(c.) The information applicable to Claimant Jeffery Mcelwain is as follows:

(1) Lienholders and Amounts

(A) Escambia County: \$139,945.07

(B) Jack Wilkins: \$10,000.00

(C) Claimant's Father: \$5,000.00

(2) Net Claimant Amount Due to Be Paid Before Liens:  
\$40,065.00

(3) Resulting Proposed Balance to Be Paid to Claimant:  
\$0.00

(d.) The information as to Claimant John Henry Moore is as follows:

(1) Lienholders and Amounts

(A) Medicaid: \$0.00

(B) Escambia County: \$10,672.91

(C) Oasis Financial: \$3,000.00

(2) Net Claimant Amount Due to Be Paid Before Liens:  
\$6,788.00

(3) Resulting Proposed Balance to Be Paid to Claimant:  
\$0.00

22. The Court finds that; notice having been duly given and the Claimant's arguments having been considered, this Court determined the Order of priority in its Order of May 18, 2023.

23. The Court finds that Attorney Chris Klotz appeared on behalf of Claimant Jeffery

McElwain and objected to the payment of liens on his behalf. Attorney Jack Wilkins also appeared on this matter and discussed that he had represented the Claimant in his underlying criminal cases. After such discussion, the Parties understood there was no legal objection that could be made.

24. The Court finds that Attorney Adrian Bridges appeared on behalf of Claimants Dequan Gaddy, Terrell D. Johnson and John Henry Moore. Mr. Gaddy generally objects to paying child support from his settlement and was not present at the hearing. Attorney Bridges argued on behalf of Mr. Johnson and Mr. Moore that the Court should exercise jurisdiction over criminal restitution fees and convert the restitution to community service. Attorney Codey Leigh, for Escambia County Clerk, argued that the proper means to request such Conversion would be through each of the individual 33 criminal cases.

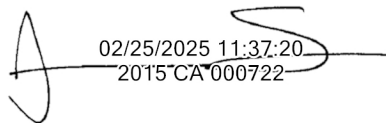
25. The Court finds the arguments of these four Claimants unfounded and hereby Orders that the Lienholders be paid out of each Claimant's recovery pursuant to this Court's Order of May 18, 2023. Furthermore, this Court will not convert fines to community service hours in the 33 underlying criminal cases for Mr. Johnson or Mr. Moore.

**E. Dismissal of the Complaint filed by the Florida League of Cities ("FLC")**

26. The Court finds that the FLC filed its own separate action in this matter and has agreed to allow its claims to be handled through this Settlement.

27. As such, this Court finds that the complaint filed by the FLC shall now be duly dismissed with prejudice by separate Order.

**DONE AND ORDERED** in Chambers at Pensacola, Florida.

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2015\*CA\*000722

signed by CIRCUIT COURT JUDGE JAN SHACKELFORD 02/25/2025 11:37:20 qcr11cxG

Copies to all counsel of record.