

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

CLARKE ALLEN, ET AL.,

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

v.

Case No. 2015-CA-000722
Division C

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

DEFENDANTS.

MASTER ERRATA SHEET

Capitalized terms in this document have the meaning set forth in the Agreement.

The Parties agree that the following corrections shall be made and incorporated into the documents or exhibits listed below:

1. ALL DOCUMENTS AND EXHIBITS

Correct name for AEGIS at all points in all documents to Associated Electric & Gas Insurance Services Limited.

Delete Bakari Henderson and Otis Craft as Settlement Class Representatives.

Delete Alison Rogers as a Notice Recipient for notices under all documents.

2. AGREEMENT:

Paragraph 1.2, change "1.3" to "1.30."

Paragraph 1.13, change "Final Settlement defined Section 1.17" to "Final Settlement defined in Section 1.17, takes place."

Paragraph 1.17, change "Claims Administrator" to "Settlement Administrator."

Paragraph 1.17, change "Settlement Agreement" to "Agreement."

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Section 2.3, change "ths" to "this."

Section 6.1, change "(iii)," to "(iii)" – omit comma.

Section 10.2a, change "Class or and Defendant" to "Class or any Defendant"

Section 10.3 a. and b., "Gravely Injured Class Members" is defined as set forth in the Exhibits to the Preliminary Approval Order.

Section 10.3 d., change "Agreement in such event" to "Agreement."

3. EXHIBITS

EXHIBIT A

Page 1, change style from "Claire Allen" to "Clarke Allen."

EXHIBIT D

Page 1, change style from "Claire Allen" to "Clarke Allen."

Page 2, footnote 1, replace "Capital letters" with "Capitalized terms."

Page 4, in the definition of Settlement Class, change "have" to "has" in last line.

Section 8, insert "Liberty International Underwriters, XL Specialty Insurance, Associated Electric & Gas Insurance Services, Ltd., and Westfield Insurance" as insurers that have not exhausted.

Section 9, change "members of the Settlement Class" should be "Settlement Class Members."

EXHIBIT E

Page 1, change "Landmark American Insurance Co." to "Landmark American Insurance Company." Change signature page to conform.

Paragraph 18 remove second reference to "Court."

EXHIBIT F

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Paragraph 76, change "forbthe" to "for the."

Agreed:

A handwritten signature in black ink, appearing to be "Ed R. 92", written over a horizontal line.

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CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE

NOTICE: NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, A CLAIMANT WHO DOES NOT SUBMIT A CLAIM FORM OR OPT OUT OF THIS AGREEMENT WILL BE BOUND BY THIS SETTLEMENT. ANY AND ALL PERSONS AND/OR ENTITIES WHO DO NOT TIMELY FILE A CLAIM OR OPT OUT WILL RECEIVE NO MONETARY PAYMENT AND WILL RELEASE ALL DEFENDANTS AND INSURERS AS SET FORTH IN SECTION 7.1 OF THIS CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

This Class Settlement Agreement and General Release is entered into and executed by and among the Parties as defined herein and is effective as set forth herein.

RECITALS

WHEREAS, there was a flood, explosion and fire at the Escambia County Central Booking and Detention Facility on or around April 29-30, 2014 ["the Explosion"], and

WHEREAS, some 668 persons were present in the Central Booking and Detention Facility during Tthe Explosion, and

WHEREAS, some or all of these individual persons have asserted or intend to assert claims of various kinds in connection with the Explosion, and

WHEREAS, the Parties recognize that any such claims would be disputed because the various persons, businesses, entities and governmental bodies that have been or might be named as defendants in any lawsuits arising out of the Explosion, deny all fault or responsibility for liability or damages in connection with those events, and

WHEREAS, the Parties also recognize that the various persons, businesses, entities and governmental bodies who have been or might be named as defendants in any lawsuits arising out of the Explosion, have limited and, in some cases, eroding resources and funds, and that the costs of litigation may deplete the funds available to resolve any or all cases and claims; and

WHEREAS the Parties understand that the prosecution of separate claims or defenses by or against individual litigants with claims arising out of the Explosion, would create a risk of adjudications concerning individual litigants that would, as a practical matter, be dispositive or potentially dispositive of the interests of other similarly situated litigants who are not parties to the adjudications, or that would substantially impair or impede the ability of other similarly situated litigants who are not parties to the adjudications to protect their interests, and

WHEREAS, the Parties also recognize that the various claims and possible claims arising out of the Explosion, may present common issues of law and fact that may make them amenable to treatment as a class action under Florida Rule 1.220, and

WHEREAS, the Parties have engaged in substantial ongoing negotiations, with the assistance of a mediator and independently, and desire to resolve any disputes among them in the most expeditious and economical fashion possible, and

WHEREAS, each Defendant denies and continues to deny any wrongdoing in connection with the Explosion;

WHEREAS, the Parties desire to settle the disputes on the terms and conditions stated herein without further litigation; and

WHEREAS, on May 18, 2016, the Court in the Action appointed Ed Gentle as Settlement Administrator, and Mr. Gentle has engaged Robert Heath, Esq., as his agent and independent Counsel to help the Settlement Class Members not listed in Exhibit C prepare and submit their Settlement claims, and Mr. Gentle, in collaboration with the Counsel for Individual Settlement Class Members, has developed a proposed matrix to provide how the proceeds of the Settlement would be paid to all Settlement Class Members (the "Settlement Matrix" or the "Matrix").

NOW THEREFORE in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

THIS CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE is entered into and executed by and among the following Parties: A.E. New, Jr., Inc., BITCO (as defined herein), Alliance Laundry Holdings, LLC, Sentry Insurance Co., The City of Pensacola d/b/a Pensacola Energy, Caldwell Associates Architects, Inc., Atlantic Specialty Insurance Co., Coin Laundry Equipment Co., Inc., Certain Underwriters at Lloyd's, London, Escambia County, Florida, Columbia Casualty Co., Great American Excess & Surplus Co., Futch Design Associates, LLC, AXIS Surplus Insurance Co., Glaze Communications, H.M. Yonge & Associates, Inc., Liberty International Underwriters, Klocke and Associates, Inc., XL Specialty Insurance Co., Premier Engineering, AXIS Insurance Co., Rebol-Battle & Associates, Landmark American Insurance

Company, SEMCO Inc., and Southern-Owners, Insurance Co., and Associated Electric and Gas Services, Ltd. and the Settlement Class as defined below, acting by and through "Class Counsel" as defined below, and Counsel for Individual Settlement Class Members as defined below,

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, IT IS HEREBY AGREED by the Parties, subject to Court approval, as follows:

1. DEFINITIONS

For purposes of this Agreement, the terms in this paragraph shall have the following definitions:

1.1. "Action" means *Clarke Allen, et al., v. A. E. New, Jr., Inc., et al.*, Case No. 2015-CA-000722, now pending in Division C of the Circuit Court of the First Judicial Circuit of Florida in and for Escambia County, or such other action in a court of competent jurisdiction as may be agreed upon by all of the Parties for presentation of this Agreement and approval of its terms.

1.2 "Advance Payment" means a payment of \$250 from the Qualified Settlement Fund to be received by any Settlement Class Member who was actually present in the Central Booking Unit and Detention Facility during the Explosion and who timely and properly completes a Claim Form and complies with all conditions in this Agreement, with there being an estimated 668 Class Members. It is agreed that the Advance Payment shall be remitted by the Settlement Administrator to all such Class Members who have successfully completed a Claim Form and taken all other steps to qualify for this Settlement immediately upon the Settlement Amount, as defined in Section 1.3 herein below, being paid to the Section 468B Qualified

Settlement Fund as contemplated herein, provided, however, that the Settlement Administrator has first obtained and provided to the Parties to this Settlement reasonably acceptable written confirmation from the Florida Department of Revenue as to child support obligations, Florida Agency for Health Care Administration or its designee with respect to Medicaid obligations, and the Florida League of Cities with respect to its claims, Clerk of the Escambia County Circuit Court as to restitution that they do not object to the Advance Payment and waive any claims from a Settlement Class Member receiving such Advance Payment or Defendants and Insurers. Also, only Claimants who are, prior to an Advance Payment being made, confirmed by Medicare in writing to be Medicare ineligible may receive the Advance Payment. For Claimants with a Lien established by court order, reasonably acceptable consent shall be consent by authorized counsel for the agency having authority to enforce the Lien. The Settlement Administrator shall obtain the information necessary to determine who is Medicare eligible prior to making an Advance Payment. To treat all Class Members fairly, those Class Members not eligible to receive a \$250 Advance Payment under the foregoing conditions will have the \$250 amount added to their recovery under the Settlement, to be paid in accordance with Paragraph 9.2 and other provisions of this Agreement.

1.3 "Agreement" means this Class Settlement Agreement and General Release, including all exhibits attached thereto as set forth on the Schedule of Exhibits. This Agreement becomes effective immediately upon execution although it is understood and agreed that certain obligations imposed on the Parties by this Agreement are conditional and shall become effective only upon, but immediately upon, Final Approval as defined below, inclusive of the satisfaction of all of the events and conditions specified in this Agreement.

1.4 "Claim" or "Claims" means any and all claims, demands, causes of action, rights, judgments, debts, obligations, or liabilities, of any kind, sort or nature, including claims for personal injury, wrongful death, property damage, economic damages, noneconomic damages, and any other type of damages, whether in tort or contract, or based on any state, federal, or local law, statute, code, regulation or ordinance, or constitution, that arise from, are based on, or are in any way connected with the Explosion or in any way arising from or relating to or arising out of the Explosion, as well as all derivative Claims and/or causes of action including without limitation, Claims for loss of consortium, support or services, and/or Liens. All demands for compensation based upon any single person's alleged injuries or damages, including derivative Claims and Liens, shall constitute a single Claim for purposes of this Agreement.

1.5 "Claim Form" means the document described in Section 7.2 of this Agreement and attached as part of the Class Notice contained in Exhibit B.

1.6 "Claimant" or "Claimants" means any person, business of any kind or other entity that has a Claim, whether previously asserted or not, for any alleged injury or damage of any kind arising out of or connected with the Explosion who does become a Settlement Class Member. A Claimant includes, but is not limited to, a wrongful death beneficiary, spouse, relative or other person who claims a loss of consortium, support or services because of injuries or damages allegedly suffered in the Explosion, or any person who claims injury or damage allegedly suffered in the Explosion. A Claimant also includes any person who claims injury or damage because of or by or through another's Claim in connection with the Explosion. The term "Claimant" shall include, but is not limited to, (1) the named plaintiffs in the Action; and

(2) any and all persons and/or entities who are deemed to be Settlement Class Members as certified by the Court in the Action.

1.7 "Class Counsel" means those attorneys appointed from time to time by the Court to represent the Settlement Class, including but not limited to the following:

- (i) Christopher Janes and Adrian R. Bridges, Michles & Booth, Pensacola, Florida;
- (ii) Eric D. Stevenson and J. Christopher Klotz, Stevenson Klotz, Pensacola, Florida;
- (iii) Casey L. Lott, Langston & Lott, Booneville, Mississippi.

1.8 "Counsel for Individual Settlement Class Members" means the law firms representing 445 of the approximately 668 Settlement Class Members who were at the scene of the Explosion. These Settlement Class Members and the lawyers representing them are listed in Exhibit C.

1.9 "Complaint" means the Amended Complaint in the form of Exhibit G filed in the Action prior to or simultaneously with the Motion for Preliminary Approval in the form of Exhibit F.

1.10 "Court" means the Court in which the Action is filed and pending and shall mean the Court exercising jurisdiction over the Action.

1.11 "Defendants" means A.E. New, Jr., Inc., Caldwell Associates Architects, Inc., Escambia County, Florida¹, Alliance Laundry Holdings, LLC, the City of Pensacola d/b/a Pensacola Energy, Coin Laundry Equipment Co., Inc., Futch Design Associates, LLC, Glaze

¹ Escambia County, Florida, shall include, but is not limited to, the Escambia County, a political subdivision of the State of Florida, Escambia County Detention Facility, the Escambia County Board of County Commissioners, the Escambia County Sheriff and Sheriff's Department, and each and all of their departments, officials, employees, and agents.

Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering, Rebol-Battle & Associates, LLC, and Semco of Pensacola, Inc., and their respective parents, subsidiaries and affiliates, officers, directors, members, managers and employees, heirs, successors, assigns, agents, and attorneys.

1.12 "Discovery Period" means that time period during which any Class member, Defendant or Insurer may conduct inspections and/or non-destructive testing at their own cost and risk on the site of the Explosion as described in Sections 3.4 through 3.8 of this Agreement.

1.13 "Effective Date" means the first date on which all of the events and conditions specified in Section 3.1 of this Agreement have been satisfied, and the Final Settlement defined Section 1.17, takes place.

1.14 "Explosion" means the flood, explosion and fire at the Escambia County Central Booking and Detention Facility ["CBD"] occurring on or around April 29-30, 2014, and all other time periods relevant thereto and all resulting personal injury, property damage, economic injury, non-economic injury, or any other damage or injury of any kind arising out of, relating to, or resulting from such explosion, flood, fire or any event or occurrence related thereto.

1.15 "Fairness Hearing" means the hearing at which the Court may consider whether to give final approval to the Settlement and to make such other rulings as may be contemplated by or necessary to implement the Settlement.

1.16 "Final Approval Order" means the Court's entry of the Final Judgment approving this Agreement in the form attached hereto as Exhibit D or one substantively equivalent thereto as agreed to by the Parties.

1.17 "Final Settlement" means the point at which all conditions under the Class Settlement Agreement and General Release for payment by the Defendants and Insurers have been satisfied and the Defendants and Insurers pay over funds to the Claims Administrator pursuant to the Settlement Agreement.

1.18 "Holdback Amount" means those sums withheld from the Settlement Amount to protect Defendants and Insurers against (a) the claims of opt-outs; and/or (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. The total sum of money to be withheld from the Settlement Amount as the "Holdback Amount" will be determined as set forth in this Agreement. The Defendants and Insurers believe that the Holdback Amount should include sums withheld from the Settlement Amount to protect the Defendants and Insurers against the assertion of liens against any Claimant, Claims, claims or suits by others who have not signed this Agreement or who may challenge all or part of this Agreement, object to or opt out of the Settlement Class or Class as certified by the Court or any other unforeseen contingencies. Plaintiffs believe that the Holdback Amount should be the amount of the Settlement Fund that is allocated to the opt-outs and other contingencies agreed to by the Defendants and Insurers with Class Counsel or approved by the Court only.

1.19 "Insurers" means Columbia Casualty Company and ONB Benefits Administration, LLC d/b/a JWF Specialty Co.; Great American Excess & Surplus Company; AXIS Surplus Insurance Company; AXIS Insurance Company; YorkPro Inc, as third party administrator for AXIS Insurance Company; Landmark American Insurance Company, which shall include RSUI Group, Inc.;

BITCO²; Southern-Owners Insurance Company; Associated Electric and Gas Insurance Services, Ltd.; Certain Underwriters at Lloyds, London; Atlantic Specialty Insurance Company; Westfield Insurance Company; Sentry Insurance Co.; XL Specialty Insurance Co.; Liberty Insurance Underwriters, Inc.; and each of their parents, affiliates, and/or subsidiary companies or businesses, directors, members, managers, partners (general or limited), principals, servants, employees, officers, agents, successors, assigns, and counsel.³

1.20 "Lien" means any lien, set off, right of first recovery, encumbrance, obligation, assignment, or other claim on any Claimant's compensation, without limitation, that could be asserted against any eventual recovery by a Claimant or against any of the Defendants and/or Insurers in connection with a Claimant's recovery under this Settlement, as a result of the Explosion. A Lien includes but is not limited to Medicare and Medicaid set offs, set asides, reimbursement obligations, judgments, child support obligations or orders, alimony or other spousal support obligations, amounts owed as restitution in any criminal case or administrative proceeding such as provided by Fla. Stat. § 768.28(6)(c)-(d) or other applicable law, any and all workers' compensation liens, subrogation interests or rights by the Florida League of Cities or any other individual or entity, private pay liens, health insurance liens, tax liens or obligations, whether state, federal or local, judgment liens, attorneys' liens, restitution, fees, assessments, or amounts owed to any person or entity as a result of or relating to a criminal sentence, or

² BITCO shall include BITCO National Insurance Company (formerly known as Bituminous Fire and Marine Company), and BITCO General Insurance Corporation (formerly Bituminous Casualty Corporation).

³ Throughout this Agreement, the Exhibits attached hereto, and all other documents executed in connection with this Agreement, "Co." shall be deemed synonymous with "Company."

other liens owed or imposed by or owed to the State of Florida, or any of its political subdivisions, owed by Claimants.

1.21 "Lienholder" means any governmental entity, business or entity of any kind or person who holds a Lien on any payments made to a Claimant or to the Settlement Class or to any Settlement Class Member.

1.22 "Notice Recipients" means the Florida Department of Revenue, Florida Agency for Health Care Administration Third Party Liability Unit, Florida League of Cities, Department of Health and Human Services Centers for Medicare and Medicaid Services, and the Clerk of the Escambia County Circuit Court. The Defendants, Insurers, Class Counsel and the Settlement Administrator shall develop the best addresses for the Notice Recipients, which will be used to provide Notice to them as provided in this Agreement.

1.23 "Opt-Out Request" means a request by a putative Class Member or Settlement Class Member for exclusion from the Class.

1.24 "Party" or "Parties" means Settlement Class Members who have not filed with the Court an Opt-Out Request, and the Defendants and Insurers.

1.25 "Preliminary Approval" means entry of an order by the Court in the form attached hereto as Exhibit A or one substantively equivalent thereto as agreed to by the Parties certifying the Settlement Class, directing that notice be sent to putative Settlement Class Members, and preliminarily approving this Agreement and all exhibits tendered in connection therewith.

1.26 "Released Claim(s)" means any and all Claims and all demands, causes of action, rights, judgments, debts, Liens, obligations, or liabilities, of any kind, sort or nature, whether

direct or derivative, including Claims for personal injury, wrongful death, property damage, economic damages, non-economic damages, and any other type of damages, injunctions or any other kind of relief, legal or equitable, whether in tort or contract, or based on any state, federal, or local law, statute, code, regulation or ordinance, or constitution, that arise from, are based on, or are in any way connected with the Explosion, whether in a court, arbitral tribunal or administrative agency. The term includes, without limitation:

- (i) all Claims, demands, causes of action, rights, judgments, debts, obligations, or liabilities, of any kind, sort or nature, known or unknown, or past, present or future arising out of or in any way or to any degree connected with the Explosion, or that occurred before, during or after the Explosion;
- (ii) all Claims, demands, causes of action, rights, judgments, debts, Liens, obligations, or liabilities, of any kind, sort or nature that anyone, including a spouse, domestic partner, children, parents, relatives, heirs, assignees or co-owners of property, might have because of injury or damage to the signing party or signing party's property of any kind, sort or nature, known or unknown, or past, present or future arising out of or in any way or to any degree connected with the Explosion, or that occurred before, during or after the Explosion;
- (iii) all Claims, demands, causes of action, rights, judgments, debts, Liens, obligations, or liabilities, of any kind, sort or nature based on subrogation, or any other derivative right of any kind, sort or nature, known or unknown, or past, present or future arising out of or in any way or to any degree connected with the Explosion, or that occurred before, during or after the Explosion; and

- (iv) all Claims, demands, causes of action, rights, judgments, debts, Liens, obligations, or liabilities, of any kind, sort or nature arising out of or in any way connected with actual or alleged damage to property because of or in connection with the Explosion.

1.27 "Released Persons" means the Defendants and Insurers, jointly and severally and in all capacities without limitation, and any other person or entity that was or could have been responsible for or potentially liable for or in any way arising from or in connection with the Explosion.

1.28 "Settlement" means the settlement described in this Agreement pursuant to the Final Approval Order.

1.29 "Settlement Administrator" means Ed Gentle, who previously has been appointed as such in the Action, or such other person(s) or entity(ies) as may be appointed to perform the duties set forth of Settlement Administrator set forth in this Agreement and any ancillary documents attached hereto or imposed by the Court.

1.30 "Settlement Amount" means an amount presently estimated not to exceed Seventeen Million, Five Hundred Thousand and 00/100 Dollars (\$17,500,000.00), less the Holdback Amount, aggregated from contributions made by the Defendants and Insurers, none of whom is responsible for another's contribution, to be paid into a § 468B Qualified Settlement Fund held by the Settlement Administrator and subject to the provisions of this Settlement Agreement and the Escrow Agreement in Exhibit E. 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. The Settlement Amount may be reduced prior to the time that any obligation to pay it accrues because of depletion of insurance policy limits through payment of defense or other costs. The Settlement Amount may be affected by a participating Insurer's paying another claim from the policy triggered by the Explosion. The Defendants and the Insurers shall provide the Settlement Administrator and Class Counsel a written final computation of the Settlement Amount for purposes of this Settlement Agreement and the computation of Settlement Class Member payments at the time of the Fairness Hearing, with the computation to be itemized on a per Insurer and per Defendant basis.

1.31 "Settlement Class" or "Class" means the class to be certified by the Court solely for purposes of effectuating this Agreement and defined 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.

1.32 "Settlement Class Member" or "Class Member" is any individual member of the Settlement Class, whether being a natural person or other entity. Claimants who file an Opt-Out Request with the Court are not Settlement Class Members.

1.33 "Status of Notice Recipients." Although they are not Settlement Class Members, it is recognized that the Notice Recipients described in Section 1.22 and all Lienholders or

holders of a subrogation right against a Settlement Class Member with respect to his or her recovery under the Settlement, shall be given notice of this Settlement and a reasonable opportunity to assert a claim with respect to any Settlement Class Member against whom they assert a claim. If such a claim is asserted respecting a Settlement Class Member, it will be satisfied from the Settlement Class Member's recovery under the Settlement, before the Settlement Class Member is paid anything other than the Advance Payment, described above.

1.34 "Settlement Fund" means the IRC § 468B Qualified Settlement Fund created from Defendants' and Insurers' payments of the Settlement Amount to the Settlement Administrator to be held as a Qualified Settlement Fund in accordance with the terms of this Settlement Agreement as defined herein and as described in this Agreement, and used to pay damage awards or Settlement sums to Settlement Class Members, Liens, and to reimburse attorney's fees and costs incurred by the Settlement Class and Settlement Administrator as defined and described in this Agreement. The Settlement Fund does not include the Holdback Amount. Funds constituting the Holdback Amount shall not be part of the Settlement Amount or be placed in the Settlement Fund except as set forth in this Agreement.

1.35 "Settlement Class Representatives" means the Settlement Class Members appointed by the Court in the Action to represent the interests of the Settlement Class Members. Unless altered by the Court, the Settlement Class Representatives shall be Christopher Hankinson, and Sarah Cook, as the Personal Representative of the Estate of Robert Earl Simmons (deceased in the Explosion), Cornelius Lee Henderson, Ronnie Lucas, Bryan Joseph Gilpatrick, Dominick George, Bakari Henderson, Rex Jordan, Gary Norman Hauffe, DeMarco Blanks, Cameron Perkins, James Richardson, Shawn Moyers, Otis Craft, Joyce

Montgomery, and Shannon Hankinson, for herself and as spouse of Christopher Hankinson. The Settlement Class Representatives are signing this Agreement to express their approval of this Settlement going forward to give the Settlement Class Members an opportunity to have their claims scored by the Settlement Administrator, so that they can determine whether to support the proposed Settlement. The Settlement Class Representatives reserve their right not to agree to the Settlement Administrator's scoring of their Claim Forms and the resulting proposed payment due them, and they reserve the right to object to this Settlement and to opt-out of this Settlement. Their signing this Agreement does not express a contrary intention.

2. TERMS OF THE SETTLEMENT

2.1 Subject to approval by the Court and in return for payment of the Settlement Amount as defined in Section 1.30 by the Defendants and Insurers as defined in Sections 1.11 and 1.19 herein, the Class Representatives agree on behalf of themselves and on behalf of the Class and Settlement Class to Release all Defendants and Insurers as defined in Sections 1.11 and 1.19 herein from the Released Claims.

2.2 Nothing in this Agreement or in any final judgment, or order of dismissal entered in this Action, constitutes an admission or concession of any liability or wrongdoing by Defendants, that there is any validity to any allegation in the Complaint or that any Insurer's policy(ies) do or do not provide coverage for the Explosion. The Parties shall not state or imply that Defendants or Insurers have admitted or conceded any liability or wrongdoing, and they shall not state or imply to anyone that, by this Agreement, or by any Party's payment to the

Settlement Fund, any of the Parties have acknowledged any validity to or weakness in the allegations in the Action.

2.3 Neither this Agreement, the Final Approval Order, the fact of Settlement, and/or settlement negotiations, nor any documents or facts related to the Settlement or any settlement negotiations, shall be offered or received in evidence against any Party for any purpose in any proceeding other than (i) in such proceedings as may be necessary to consummate or enforce this Agreement, or (ii) in any action against or by Class Representatives or Class Members against or by any of the Released Persons to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense. A breach of the provisions of Article 2 of this Agreement shall entitle the aggrieved person(s) to an injunction from any such future conduct and an award of attorneys' fees and costs associated in obtaining the injunction, but only against the Party, Settlement Class Member, or their respective counsel who breached this Article.

2.4 Based on an analysis of the facts and the law and taking into account the burden and expense of litigation, including the prosecution and defense of the Action, as well as the fair, cost-effective, and assured method of resolving claims of Settlement Class Members, Class Counsel has determined that:

- a. The Settlement Class consists of at least 668 members;
- b. The Settlement Class is so numerous that separate joinder of each member is impracticable;
- c. There are common questions of law and fact applicable to all Claimants, including that (1) the "Explosion" occurred; and (2) other common questions of law and

fact set forth in the Amended Class Action Complaint to be substantially in the form of Exhibit G.

d. Liability is disputed and that if this matter is tried some or all of the Defendants may be found not to be at fault, and litigation by any Claimant may effectively bind other Settlement Class Members;

e. Various defenses including but not limited to intervening cause or sovereign immunity may limit recovery by Claimants, and litigation by any Settlement Class Member may effectively bind other Claimants;

f. After detailed ongoing arm's length negotiations with the Defendants and Insurers, pursuit of litigation by the Settlement Class or any Settlement Class Member is unlikely to result in a greater total recovery for the Settlement Class;

g. A significant portion of the total insurance coverage available to all of the Defendants comes from "eroding policies" in which payment of defense costs and litigation expenses reduces amounts available to pay for judgments and settlements; as a result continued litigation may reduce the total recovery of Settlement Class Members; and

h. The finite nature of available resources to satisfy judgments creates the possibility that late-filing Settlement Class Members will receive nothing in the absence of class relief.

For these reasons, Class Counsel has determined to pursue this Settlement, and that this Agreement provides benefits to the Settlement Class Members and is fair, adequate and reasonable, and in the best interest of the Settlement Class Members.

2.5 As soon as possible after complete execution of this Agreement by the Parties, the Class Representatives will file the following documents with the Court:

- (i) An Amended Complaint in substantially the form attached hereto as Exhibit G;
- (ii) This Agreement and all Exhibits attached hereto;
- (iii) A Motion for Preliminary Approval of the Settlement substantially in the form of Exhibit F.

The Parties shall request that the Court conduct a preliminary hearing to consider all matters required by Rule 1:220, Florida Rules of Civil Procedure pertinent to certification of a class and the terms of this Agreement.

2.6 Defendants agree that, solely for purposes of this settlement and its implementation, they will not oppose certification of a Settlement Class, as more particularly described in this Agreement. The Settlement Class Members and Class Counsel agree that they will not use, suggest or offer the fact that Defendants did not oppose the certification of the Settlement Class for purposes of Settlement only as grounds to certify a class, in the event this Settlement is not consummated and finally approved.

2.7 Based on an analysis of the facts and the law and taking into account the burden and expense of litigation, as well as the fair, cost-effective, and assured method of resolving claims of Settlement Class Members, Class Counsel have concluded that this Agreement provides benefits to the Settlement Class Members and is fair, adequate and reasonable, and in the best interest of Settlement Class Members. The Parties and Class Counsel agree to recommend approval of this Agreement by the Court, and to support approval of this Settlement as fair, adequate and reasonable. Class Counsel further agree to undertake their

best efforts, including all reasonable and proper steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to the Final Approval Order. Provided that a Final Approval Order is entered with respect to this Agreement, the Parties and Class Counsel agree that under no circumstances will more than \$17,500,000 (Seventeen Million Five Hundred Thousand Dollars) be sought or claimed against the Defendants and/or Insurers or the Released Persons either jointly or severally under this Agreement or in the Action or by virtue of any amendment to the Class Action Complaint in the Action.

2.8 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 Defendants and 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).

2.9 The Parties agree that following due diligence, except for Liberty International Underwriters, XL Specialty Insurance, Associated Electric & Gas Insurance Services, Ltd., and Westfield Insurance each 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.

3. SETTLEMENT CLASS CERTIFICATION AND IMPLEMENTATION SUMMARY AND DEADLINES

3.1 Subject to approval and/or modification by the Court, the following schedule shall apply to this Agreement:

Event or Milestone	Days After Preliminary Order Becomes Effective	Refer to Section
Preliminary approval order becomes effective	0	4.1
Deadline for circulating notice package to Settlement Class Members and Notice Recipients	14	5
"Discovery Period" begins	30	3.4
Deadline for submission of claim forms by all Claimants	90	
Deadline for Claimants whose claim forms are deficient to cure deficiencies "Discovery Period" ends	150	3.4
Deadline to complete first round scoring of all Claims, compute possible maximum recovery for each Claimant and to provide notice thereof to each Claimant	195	
Deadline for Claimants to submit requests for re-evaluation of scoring.	230	
Deadline to complete re-evaluation of first round scoring and notify all Claimants of the results of any reevaluations	250	
OPT OUT DEADLINE OBJECTION DEADLINE Deadline for Claimants to accept Settlement, accept Settlement with objections, or opt out	265	
Deadline for filing objections to Settlement Settlement Administrator to provide, subject to confidentiality protection, Defendants and Insurers with (1) preliminary Opt Out List and	272	

(2) all information in his possession, custody and control and concerning any Claimant opting out, all objections to the Settlement, the Opt-Out's known Liens, Medicare and Medicaid obligations, subrogation interests and/or refusals to sign or any other circumstance that may reasonably give rise to a claim, suit, lien or cause of action arising out of or connected with the Explosion		
Deadline for Defendants and Insurers to submit proposed Holdback Amount to Settlement Administrator	286	
Deadline for Settlement Administrator to provide final opt out list to Court		
Deadline for any Defendant or Insurer to provide notice of termination of Agreement based on number of opt outs	294	
Deadline for Plaintiffs to respond to Defendants and Insurers' proposed Holdback Amount	316	
Deadline for Parties to complete negotiations to determine Holdback Amount	323	
Period for Court to determine Holdback Amount	343 ⁴	
Deadline for Parties to terminate Agreement based on Holdback Amount	358	
Petition for Final Approval of the Settlement to be Filed	359	
Fairness Hearing and Final Approval of Settlement	419	
Effective Date of Settlement (appeals period runs if no appeal or post-judgment motions filed)	450	

⁴ The Parties acknowledge and agree that the Court is not bound by this time allotment. If the Court takes longer than the anticipated time to determine the Holdback Amount, all subsequent deadlines shall be extended accordingly by an equivalent time period.

3.2 Class Counsel further agree to undertake their best efforts, including all reasonable and proper steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement, to secure the Court's approval, to provide proper due process notice and notification to potential members of the Settlement Class, and to oppose any appeals from or challenges to the Final Approval Order or any non-final order pertaining to this Settlement, Action, or Class Settlement Agreement and General Release.

3.3 The Settlement Class consists of Settlement Class Members who have not opted out of the Settlement Class by the timely filing of an Opt-Out Request with the Court. The Class Members are so numerous that separate joinder of each Member is impracticable.

DISCOVERY DURING CLASS SETTLEMENT PROCESS

3.4 During the "Discovery Period," any Settlement Class Member, any Claimant who opts out, Defendant or Insurer may conduct inspections and/or non-destructive testing at their own cost and risk on the site of the Explosion during regular business hours Monday through Friday by contacting counsel for Escambia County as set forth herein at least five (5) business days in advance of commencing the proposed inspection. Escambia County reserves the right to restrict access to all or part of the Explosion site for safety purposes or during inclement weather or to impose such other conditions as may be necessary to protect persons at the site, the interests of Escambia County, and/or to preserve the integrity of evidence pertaining to the Explosion.

3.5 An inventory of materials and equipment removed from the Explosion site after the Explosion and preserved off-site or on-site for possible review and non-destructive examination by interested Parties may be obtained by contacting counsel for Escambia County as set forth herein at least five (5) business days in advance of the desired receipt of the inventory. No representation is made that any person will find the preserved material to be relevant or sufficient to establish or support any claim or cause of action. Offsite material will be preserved until further order of the Court.

3.6 All parties are advised that Escambia County has applied for a grant from the Federal Emergency Management Agency ["FEMA"] for funds to pay for/reimburse for demolition of the Explosion site. In order to comply with grant requirements, it may become necessary to complete demolition of the CBD before April 30, 2018. Escambia County will provide public notice of the status of demolition by publication, by notice filed with the Court, and by providing written notice to the Defendants, the Insurers, Class Counsel and to the Settlement Administrator at least thirty (30) days prior to the commencement of the demolition of the CBD.

3.7 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, CONDUCTING DISCOVERY DURING THE DISCOVERY PERIOD DOES NOT SUSPEND ANY OTHER DEADLINE OR OBLIGATION ANY SETTLEMENT CLASS MEMBER HAS UNDER THIS AGREEMENT.

3.8 Class Counsel shall be reimbursed for reasonable fees, costs, expenses and expert fees paid in carrying out the foregoing discovery during the Discovery Period from the Settlement Fund, of up to \$50,000. After the Settlement Amount is paid to the Settlement Fund, Class Counsel shall apply to the Court *in camera* and without disclosure of the details of

the application to the Defendants or Insurers, other than the application amount. The Defendants and the Insurers agree not to object to such applications, and recognize that the content of such applications is protected work product and may not be discovered by the Defendants or the Insurers, except for the amounts so paid.

4. PRELIMINARY APPROVAL HEARING AND ORDER

4.1 The Defendants and Insurers agree that, solely for purposes of this Settlement and its implementation, and without waiver of or prejudice to their rights to terminate this Agreement or move subsequently for decertification of the Settlement Class, they will not oppose conditional certification of the Settlement Class described in this Agreement or the Settlement described in this Agreement.

4.2 The Parties and Class Counsel agree to recommend approval of this Agreement by the Court, and to support approval of this Settlement as fair, adequate and reasonable.

4.3 The Parties agree to undertake such further steps as may be reasonably necessary to achieve entry of the Preliminary Approval Order or such other orders or proceedings as may be necessary to effect this Agreement.

NOTICE OF PROPOSED CLASS SETTLEMENT

4.4 Commencing thirty-one days after rendition of the Preliminary Approval Order or upon entry of any final order upholding certification, the Settlement Administrator, pursuant to this Agreement, shall provide notice of the Settlement to the Settlement Class and Notice Recipients listed in Section 1.22 as required by Florida Rule of Civil Procedure 1.220 and all applicable due process requirements, including without limitation, *Mullane v. Central Hanover*

Bank & Trust Co., 339 U.S. 306 (1950). Defendants and Insurers shall have the right but not the obligation to give notice of the proposed Settlement and Action to any Notice Recipients and known Lienholders and the Defendants, Insurers, Class Counsel, and the Settlement Administrator agree to cooperate in preparing the necessary information in each of their possessions to allow such notices to go forward. All Notice Recipients and Lienholders shall have the right to intervene in the Action to protect their rights, and the Parties shall not object to such intervention. Subject to Court approval, the notice shall be in the form outlined in the notice plan included as part of the Preliminary Approval Order attached as Exhibit B. The Parties also agree to provide the notice required by the Class Action Fairness Act, 28 U.S.C. § 1715, to the extent that it is applicable, and to the appropriate Federal and Florida state officials in addition to Notice Recipients. All such notices and their method(s) of service shall be approved by the Court in the Preliminary Approval Order in the form of Exhibit B prior to being distributed and must be adjudged by the Court as complying with the due process requirements of Florida law, the Florida Constitution and United States Constitution.

4.5 Notice to Settlement Class Members shall advise each Settlement Class Member on the Cover Page that the failure to timely submit a Claim Form or opt out according to the procedures set forth in this Agreement will forever bar that individual from receiving any monetary payment and will automatically release all of the Defendants and Insurers from any and all liability arising out of or in any way connected with the Explosion.

4.6 It is agreed that notice to Settlement Class Members represented by counsel may be provided to Class Counsel and Counsel for Individual Settlement Class Members by any method for service permitted by Florida Rule of Judicial Administration 2.516(b).

4.7 All costs and expenses of providing notice to Settlement Class Members shall be reimbursed to the Settlement Administrator from the Settlement Fund. The Defendants will cooperate with the Settlement Administrator in attempting to locate the Settlement Class Members not represented by Class Counsel.

4.8 Subject to Court approval, the text of the notices to the Settlement Class as described by Section 4.4 shall be substantially equivalent to the notices in Exhibit B. Notices shall reflect information on all scoring of Claims that has been conducted as of the date of notice.

4.9 The Settlement Administrator shall provide the Parties and Court with lists of notices to Settlement Class Members that are returned as undeliverable or moved every thirty (30) days after notice is disseminated.

5. OPT-OUT PROCEDURES

5.1 Settlement Class Members who wish to be excluded from the Settlement Class must send a written request for exclusion clearly evidencing their desire to opt out of the Settlement ("Opt-Out Request") and signed by them or their duly authorized representative with documentation of such representative 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
205-716-3000
855-711-2079

postmarked no more than two-hundred sixty five (265) days after the date of the Preliminary Approval Order, as provided in the above time line as set forth in Section 3.1 of this Agreement, with the exact calendar date to be specified in the Preliminary Approval Order.

5.2 Within seven (7) days from the end of the opt-out period, the Settlement Administrator shall prepare a preliminary list of the names of all Claimants who submitted an Opt-Out Request and will provide the list to Defendants' and Insurers' Counsel, Class Counsel and Counsel for Individual Settlement Class Members. Unless otherwise ordered by the Court, Class Counsel shall file with the Court a final list of Claimants who have elected to opt out of the Settlement Class within fourteen (14) days from the running of the opt-out period. Claimants who submit a valid Opt-Out Request are not Settlement Class Members, and will not be bound by any Final Approval Order entered in this case or the release contained in this Agreement.

Claimants opting out of the Settlement Class will not be eligible for any of the benefits provided to Settlement Class Members under this Agreement.

6. OBJECTION PROCEDURE AND SCORING INFORMATION

6.1 Each non-opting out Settlement Class Member wishing to object to the Settlement shall file with the Clerk of the Court where the Action is filed a timely written notice of their objection with such filing to occur and be made no more than Two Hundred Sixty-five (265) days after the date the Preliminary Approval Order becomes effective, as provided in Section 3.1, the exact calendar date to be specified in the Preliminary Approval Order of the Court.

TO OBJECT, A CLASS MEMBER CANNOT OPT OUT.

The objection shall set forth the reasons for the Settlement Class Member's objection. The objection must be signed by the Settlement Class Member, or the objector's duly authorized representative (including attorney), and state (i) the objector's name and address, (ii) the bases claimed for Settlement Class Membership, (iii) the reason or reasons for the objection, along with whatever legal or factual authority, if any, the objector asserts supports the objection, and (iv) whether the objector plans to appear at the Final Fairness Hearing. The objection shall be filed with the Clerk of the Court where the Action is filed. Additionally, one copy of the written objection shall be served upon the Settlement Administrator, and each of the following counsel:

1. Class Counsel: Christopher P. Janes, Esq. and Adrian R. Bridges, Esq. of Michles & Booth, 501 Brent Lane, Pensacola, Florida 32503; and Eric D. Stevenson and J. Christopher Klotz of Stevenson Klotz, 212 W. Intendencia Street, Suite A, Pensacola, Florida 32502 and Casey L. Lott of Langston & Lott, 100 S Main Street, Booneville, Mississippi 38829; and
2. Counsel for the individual Settlement Class Members with the addresses in Exhibit C; and to
3. Defendants and Insurers, as set forth in Section 17.1 of this Agreement..

Failure to comply with the provisions of this paragraph shall be sufficient grounds for denial or overruling of an objection.

7. SCORING AND EVALUATION OF CLAIM FORMS

7.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, A CLAIMANT WHO DOES NOT TIMELY FILE A CLAIM FORM, OR WHO OPT OUT OF THIS AGREEMENT, IS BOUND BY THIS SETTLEMENT. ANY AND ALL PERSONS OR ENTITIES WHO DO NOT FILE A CLAIM FORM, OR WHO OPT OUT, WILL RECEIVE NO MONETARY PAYMENT AND WILL RELEASE ALL DEFENDANTS AND INSURERS AS SET FORTH IN THIS AGREEMENT.

7.2 The following requirements apply to all Claim Forms:

a. To be eligible for any payment under this Agreement, each Settlement Class Member must timely file a properly completed Claim Form (included as part of the Individual Notice attached as part of Exhibit B), including a declaration under penalty of perjury in accordance with 28 U.S.C. § 1746 or applicable state statute that all of the factual matters set out in the Claim Form are true and correct.

b. Any spouse or heir of a Settlement Class Member, or other person included in the definition of the Settlement Class is required to sign the Claim Form with the Settlement Class Member, although *such additional persons will not receive any additional payment. Refusal or failure to sign a Claim Form for any reason is sufficient grounds for denial of a Claim.*

c. All Settlement Class Members shall cooperate with the Settlement Administrator in providing such other and further information as may reasonably be requested and, if requested, shall sign a records/authorization release that may be utilized by the Settlement Administrator to obtain other pertinent records related to the Settlement Class Member's payment under this Agreement. Failure to cooperate with the Settlement Administrator in a timely manner by not timely filing a Claim Form and

timely curing any Claim Form deficiencies pointed out to the Claimant by the Settlement Administrator shall be sufficient basis for denial of the Claim in whole or part.

d. The Settlement Administrator may allow any Class Member a reasonable extension of time in which to complete a Claim Form or to bring a deficient Claim Form into compliance with the requirements of this Agreement.

7.3 All Claim Forms shall be scored on the following basis:

a. After the deadline for submission of Claim Forms and related materials has expired, the Settlement Administrator shall initiate and supervise the process by which the information presented in Claim Forms is evaluated, a process referred to in this Agreement as scoring.

b. All Claim Forms seeking compensation arising out of or based upon injuries or loss sustained by a single Settlement Class Member shall constitute a single Claim.

c. Scoring of Claims shall be based upon conditions reported to the Settlement Administrator as of the Deadline Date for submission of Claim Forms set forth in this Agreement. Unreported injuries or conditions or conditions or injuries alleged to accrue or manifest themselves after the Deadline Date for submission of Claim Forms shall not be considered in scoring.

d. The burden to establish that the Explosion caused a reported injury or condition shall be on the Claimant.

7.4 Subject to the additional conditions set out below, the amount payable to each Settlement Class Member shall be determined according to the Settlement Matrix created by

the Settlement Administrator in collaboration with certain Counsel for Individual Settlement Class Members and contained in the Claim Form. Defendants and Insurers are not responsible for creation or administration of the Settlement Matrix or the sufficiency thereof.

8. FINAL COURT APPROVAL

8.1 After notice is given pursuant to Sections 4.4-4.9 of this Agreement, and the time line milestones in Section 3.1 of this Agreement preceding the Petition for Final Approval are accomplished, and unless any of the Parties hereto have exercised their rights hereunder to terminate this Agreement, the Settlement Class, acting by and through Class Counsel, and Defendants and Insurers, with the consent of Counsel for Individual Class Members, shall jointly move for the Court's final approval of this Settlement, and agree to use their best efforts to obtain such approval under Florida Rule of Civil Procedure 1.220.

8.2 The Parties shall file with the Court an agreed form of Final Approval Order and Judgment that (i) approves the Class Settlement as fair, adequate and reasonable under Florida Rule of Civil Procedure 1.220, (ii) dismisses the Action with prejudice, (iii) enjoins all further litigation on the Released Claims, and (iv) enters final judgment (with continuing jurisdiction to administer the Settlement), substantially in the form attached as Exhibit D ("Final Approval Order"). The proposed Final Approval Order shall be filed by the Parties prior to the Fairness Hearing.

8.3 The Settlement Class, acting by and through Class Counsel in collaboration with the Settlement Administrator and Counsel for the Individual Class Members, shall use their best efforts to resolve any and all objections that may arise or be filed with respect to the Settlement.

Defendants and Insurers will not be obligated to contribute any money for addressing or resolving any objector issue.

8.4 If any person, other than the Parties hereto, appeals the Court's Final Approval Order, Class Counsel, in collaboration with Counsel for Individual Settlement Class Members and counsel for Defendants and Insurers, shall use their best efforts to defeat the appeal.

8.5 The terms of this Agreement are conditioned upon the Court's Final Approval Order being entered substantially in the same form attached as Exhibit D to this Agreement; and, in the event the Final Approval Order is appealed, the dismissal of said appeal(s) or affirmance of the Court's Final Approval Order.

8.6 In the event of any appeal, all dates on the time line subsequent to the date of the appeal are stayed during the pendency of the appeal(s).

9. DETERMINATION OF HOLDBACK AMOUNT AND PAYMENT OF THE SETTLEMENT AMOUNT

9.1 The Settlement Amount consists of an amount estimated not to exceed Seventeen Million, Five Hundred Thousand and 00/100 Dollars (\$17,500,000.00), less the Holdback Amount, aggregated from separately negotiated contributions from the Defendants and Insurers, none of whom is responsible for another's contribution. The Settlement Amount may be reduced prior to the time that any obligation to pay it accrues because of depletion of insurance policy limits through payment of defense or other costs, or through payment of other claims during the applicable policy period, provided, however, the Settlement Amount shall be finalized at the Fairness Hearing, as described above. The Settlement Amount does not include

the Holdback Amount, which shall be paid to the Settlement Administrator in escrow as provided herein.

9.2 The Settlement Administrator shall not make any payment from the Settlement Amount to any Settlement Class Member until all Liens upon said Settlement Class Member's recovery have been resolved and the Settlement Administrator has provided Defendants and Insurers with releases or other reasonable proof of the satisfaction of the Liens reasonably satisfactory to Defendants and Insurers ("the Claimant Lien Vetting Package"). Each Defendant and Insurer shall have ten (10) days from its receipt of such written release or satisfaction of Lien materials to advise the Settlement Administrator of any objections to the sufficiency of the release or Lien Satisfaction materials. Any dispute over the sufficiency of a Lien satisfaction and/or release shall be submitted to the Court for resolution. The Lienholder shall be made a party to such a proceeding in the event it will not participate voluntarily. An example of such a Claimant Lien Vetting Package is in Exhibit I. The Settlement Administrator, in collaboration with the Parties shall use due diligence to determine all reasonably accessible Lienholders with respect to each Claimant.

9.3 The Settlement Administrator agrees to undertake such independent investigation as may reasonably be necessary to ensure that all Settlement Class Members' Liens are determined and settled prior to any payments being made.

9.4 The Holdback Amount shall be determined as follows:

- a. Within fourteen (14) days after the Settlement Administrator provides the Defendants, Insurers and Class Counsel with all information in his possession,

custody or control concerning any Claimant opting out, all objections to the Settlement, Liens, Medicare and Medicaid obligations, subrogation interests and/or refusals to sign or any other circumstance that may reasonably give rise to a Claim, suit, Lien or cause of action arising out of or connected with the Explosion, the Defendants and Insurers shall provide to the Class Counsel and Settlement Administrator a proposed Holdback Amount to be reserved and used to protect any and all of the Defendants and Insurers from persons asserting a Claim, suit, damages or cause of action or Lien based upon the Explosion who is not a Settlement Class Member, and other contingencies reasonably expected by the Defendants and the Insurers.

b. Within thirty (30) days after receiving the Defendants' and Insurers' above itemized written report, Class Counsel shall either accept the report or provide a proposed Holdback Amount.

c. Within seven (7) days thereafter, the Defendants, Insurers and Class Counsel, in collaboration with the Settlement Administrator, shall try to agree on a Holdback Amount. If these efforts fail, then the matter shall be submitted to the Court for resolution or adjudication. **THE COURT'S ORDER RESOLVING OR ADJUDICATING THE HOLDBACK AMOUNT SUM SHALL BE NON-APPEALABLE.**

d. If the Court's resolution or adjudication of the Holdback Amount sum is unacceptable to any Defendant or Insurer or to Class Counsel, then, by providing notice as set forth in Section 17.1 hereof within fifteen (15) days after such resolution or adjudication by the Court, any Defendant or Insurer or Class Counsel may terminate this Agreement and the proposed Settlement.

9.5 The Settlement Amount shall be paid as follows:

a. Upon the entry of a Final Approval Order and exhaustion of all time for appeals of said Order and upon occurrence of the last of all events and conditions in Sections 16.1(a)-(d), the Defendants and Insurers shall pay the Settlement Amount as it exists on that date to the Qualified Settlement Fund described above and subject to the Escrow Agreement in Exhibit E, less the Holdback Amount, which shall be paid to the Settlement Administrator as set forth in subparagraph b. of this section.

b. At the time the Settlement Amount is paid into the Qualified Settlement Fund, the Holdback Amount as determined in Sections 9.3 and 9.4 of this Agreement shall be paid to the Settlement Administrator into the Settlement Administrator's segregated account for that purpose, separate from the Qualified Settlement Fund. The Settlement Administrator shall execute an escrow agreement for the Holdback Amount in the form proposed by the Defendants and Insurers, reviewed by the Class Counsel and agreed to by the Parties or otherwise determined by the Court.

c. After resolution of all Liens attributable to a particular Settlement Class Member and execution of the individual release by that Settlement Class Member, described below in Section 14 and contained in Exhibit H, the Settlement Administrator may distribute to said Settlement Class Member that Settlement Class Member's share of the Initial Distribution Amount (defined as the Settlement Class Member share of the Settlement Amount less legal and administrative fees and expenses and less Liens) as determined using the method developed by the Settlement Administrator and approved by this Agreement. Defendants and Insurers have not been involved in the methods or

process of distribution of the Settlement Amount. It is agreed that the only funding obligation of Defendants and Insurers is payment of the Settlement Amount and the Holdback Amount to the Settlement Administrator.

9.6 The Holdback Amount shall be used as follows:

a. In the event that any Defendant or Insurer receives any demand, cause of action, notice or suit that it reasonably believes would require use of all or part of the Holdback Amount, said Defendant(s) and/or Insurer(s) shall make a written request to the Court to draw on the Holdback Amount and provide notice and copies of the request to all Parties and the Settlement Administrator at the addresses set forth in this Agreement. If no Party files an objection to the request with the Court within fourteen (14) days from the date of the objecting Party's receipt of notice, the Court shall approve the request. If any Party objects to the request, that objection shall be submitted to the Court for determination.

b. To the extent reasonably necessary, each Defendant or Insurer may retain counsel to defend itself and control its own defense in responding to objections, demands or suits described in subparagraph 9.6(a) of this Agreement.

Payments from the Holdback Amount shall be paid as follows:

i. A requesting Defendant or Insurer may submit bills for judgments, settlements, fees and/or expenses for approval by the Court, with copy to the Settlement Administrator, subject to the above 14-day objection period.

ii. Following the 14-day objection period, the Court shall review submissions for reasonableness and necessity and shall approve all or part of a submission deemed to be reasonable and necessary.

iii. If approved by the Court, the Settlement Administrator shall pay to the applicant the amount approved from the Holdback Amount.

9.7 When all matters set forth in paragraph 9.6 have been finally resolved by final judgment or settlement, the Settlement Administrator or the Parties, jointly or severally, may petition the Court for release of funds remaining of the Holdback Amount. Any of the Parties may file objections to the Settlement Administrator's or another Party's application to release the remainder of the Holdback Amount.

9.8 Unless agreed by all Parties, the Holdback Amount shall not be released prior to expiration of Fla. Stat. Ann. § 95.11(3)(a) (four years) plus the entire tolling period agreed to by the Parties in the Interim Term Sheet and all amendments thereto.

9.9 Upon final Court Approval, the Settlement Administrator shall release the remaining funds of the Holdback Amount by paying them ratably to the Class Members participating in this Settlement, but subject to all Liens and other prior Claims described herein that must be satisfied prior to remitting such payments, constituting the Final Distribution Amount (defined as the Holdback Amount less legal and administrative fees and expenses).

10. TERMINATION

10.1 This Agreement shall terminate automatically without requirement for notice if a final order denying certification of a class or disapproving this Settlement is entered,

10.2 Any Party may terminate this Agreement if:

a. The Court or any appellate court enters a final order altering this Agreement or materially altering the obligations of any of the Parties under this Agreement; or in a way that materially and adversely affects the Settlement Class or and Defendant or Insurer; in which case, any affected Party may void the Agreement within ten (10) business days from the date that such order becomes final and non-appealable by giving written notice as provided in this Agreement; or

b. The Party objects to the Court's determination as set forth in Paragraph 9.4(d) as to the proper sum to be included in the Holdback Amount.

10.3 Any Defendant or Insurer may, in its sole discretion, terminate this Agreement if:

a. any of the three (3) Gravely Injured Class Members as named or defined in this Agreement file Opt-Out Requests; or

b. any Class Member not presently so scored qualifies as a "Gravely Injured Class Member" and either

i. files an Opt-Out request; or

ii. declines to participate in the Class Settlement or commences litigation separate from this Action with regard to and arising from the Explosion;

or

c. In any Defendant's or Insurer's sole judgment and discretion; an unacceptable number of Settlement Class Members or Claimants (irrespective of their scoring categories) file Opt-Out requests, or

d. Any lawsuits other than the Action are filed or maintained alleging injuries or damages arising out of the Explosion and any Plaintiff in any of those lawsuits declines to settle on the same basis set forth in this Agreement in such event; or

e. Prior to Final Approval, any of the Notice Recipients or Lienholders declines to resolve their Liens or subrogation claims within the framework of this Agreement; or

f. The Escambia County Board of Commissioners does not approve each and all of the terms and conditions contained in this Agreement e.

Under and pursuant to any of the foregoing circumstances, conditions, or events (a),(b),(c),(d), (e), or (f), any Defendant or Insurer jointly or severally shall have the absolute right, in their sole discretion, to terminate this Agreement and the Settlement in all respects.

10.4. Any Party exercising a right of termination under this Section shall give written notice to all other Parties as set forth in Section 17.1 of this Agreement of its intent to terminate the Agreement and its basis or bases for doing so. If the condition giving rise to the notice of intent to terminate is not remedied to the satisfaction of the Party giving notice in fourteen (14) days, the termination shall be effective without further action. If any of the opt-out threshold numbers referenced above is reached or if any other described condition or described event should occur or arise, and any Defendant or Insurer in their sole discretion

elects to terminate this Agreement, the terminating Party must provide notice of termination of this Agreement in the manner provided in section 17.1 of this Agreement.

10.5 The Parties agree that, if final approval of the Agreement is not achieved, or if this Agreement is terminated for any reason, the Settlement and this Agreement and all proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Parties, the Settlement and this Agreement shall be void and the rights of the Parties shall revert to but shall be no greater than those that existed on the day before filing of the Amended Complaint in the Action, and the Parties further agree to jointly move the Court to vacate all Orders issued pursuant to the Settlement and certification of the Settlement Class.

11. SETTLEMENT CLASS RELIEF

11.1 **The Settlement is Fair, Adequate and Reasonable.** In preparing this case and in negotiating this potential Settlement, Class Counsel and Counsel for Individual Class Members conducted substantial research and some Class Members have filed lawsuits. The Defendants and Insurers are also represented by able counsel, and will vigorously contest these and all additional lawsuits about the Explosion if this case does not settle. In reaching a potential Settlement, the Defendants and Insurers have agreed to pay the Settlement Amount and Holdback Amount as defined herein, but only if (i) all approximately 668 Claimants and all members of the Settlement Class agree to the Settlement; or (ii) the Defendants' and Insurers' liability and damages exposure to the non-settling Claimants or persons or entities opting out of the Settlement Class is protected by the members of the Settlement Class through the creation and maintenance of a fund with a monetary Holdback Amount as described in Section 9 of this

Agreement to be used for the purposes set forth therein sufficient to be used to protect the Defendants and Insurers from liability, defense costs, unsatisfied Liens, and damages incurred through settlement or judgment incurred through any means other than by the Settlement in the Action.

11.2 Based on an analysis of the facts and the law and taking into account the burden and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the claims of Settlement Class Members, Class Counsel have concluded that this Agreement: (1) is desirable to resolve in a final and complete manner all Claims and the pending and potential claims related to the Explosion and that are at issue in this Action; (2) provides fair and valuable benefits to Settlement Class Members; and (3) is fair, adequate, and reasonable and they will submit this Agreement for Court approval.

11.3 The Parties have agreed to this Agreement to provide for the resolution of any and all disputes concerning the Settlement Class Members arising from the Explosion, and believe that this Agreement provides substantial and meaningful benefits and consideration to the Settlement Class Members. Notwithstanding any other provision in this Agreement or the exhibits attached hereto or referred to herein, Defendants and Insurers have not participated in the creation of the Settlement Matrix, or apportionment or distribution of the Settlement Amount to Settlement Class Members.

11.4 The Parties agree that each Defendant's and Insurer's payment to the Settlement Fund is confidential and does not constitute evidence of the strength or weakness of any claim or of the proper apportionment of damages.

11.5 **Monetary Benefits for the Settlement Class.** Defendants and Insurers shall pay

the Settlement Amount (subject to the adjustments addressed in Section 9) to the Settlement Fund after reaching Final Settlement and when all events and conditions in Section 16.1(a)-(d) have been satisfied.

11.6 Subject to the additional conditions set out in this Agreement, Settlement Class Members shall be entitled to Settlement Payment according to the Settlement Matrix.

11.7 Possible Additional Conditions If Not All Claimants Agree. If not all Claimants agree to the Settlement, or if any of the conditions or events in Article 10 of this Agreement are met or occur, any or all of the Defendants or Insurers have the right to reject the Settlement and if any or all of the Defendants or Insurers exercise that right, this Agreement shall be deemed void. Further, the fact of the creation of a Settlement Amount or Holdback Amount or its proposal does not in any way operate to waive, supersede or impair the right of any Defendant or Insurer to invalidate or void this Agreement or the Settlement under the other terms or conditions set forth in this Agreement.

11.8 Resolving Liens. Prior to receipt of any payment, each Class Member shall resolve and obtain the release of any Liens pertaining to that Class Member.

12. COMPENSATION OF CLAIMANTS' COUNSEL

12.1 CLASS COUNSEL COMPENSATION. Class Counsel has waived a separate request for attorney's fees from the Settlement Class for services as such. Class Counsel shall be entitled to recover the following:

- a. Fees from each counsel's own clients according to any applicable contract existing between each Class Counsel and those clients; and
- b. Subject to approval of the Court, out-of-pocket costs and expenses arising

from their representation of the Settlement Class, including any costs incurred in connection with the "Discovery Period," from the Settlement Amount prior to any distribution to Class Members.

12.2 Individual Class Members may in their sole discretion retain individual counsel to represent their interests at the Individual Class Member's(s') sole cost and expense. Counsel for Individual Settlement Class Members shall not be entitled to any separate award of fees or expenses from the Settlement Amount and shall recover fees and expenses only from client(s) who have engaged them as counsel according to their contracts. All contracts between Counsel for Individual Settlement Class Members and individual Class Members shall comply with Florida Rule of Professional Conduct 4-15.

12.3. Otherwise valid attorney's liens for services rendered by Counsel for Individual Settlement Class Member(s) shall attach only to any recovery by the Settlement Class Member who engaged that attorney and shall not attach to the Settlement Amount or the Holdback Amount as a whole or to the recovery of any other Settlement Class Member therefrom.

13. COMPENSATION OF THE SETTLEMENT ADMINISTRATOR

13.1 Progress Payments to the Settlement Administrator.

a. The Settlement Administrator was engaged to work on this matter in December 2015. He has received a \$35,000 progress payment from some of the Counsel for Individual Settlement Class Members.

b. Within fourteen (14) days after the Preliminary Approval Order is entered, the Settlement Administrator shall receive an single progress payment of \$35,000 from the

Defendants and the Insurers to be credited against the Settlement Amount.

c. The progress payment in Section 13.1(a) shall be reimbursed by the Settlement Administrator to those Counsel for Individual Settlement Class Members who made the progress payment described in Section 13.1(a) at the time the Settlement Administrator receives payment authorized by the Court, in Section 13.2. The \$35,000 progress payment in Section 13.1(b) shall be subtracted from the Settlement Amount when it is computed by the Defendants and the Insurers, and there will be no additional progress payments remitted by the Defendants and the Insurers to the Settlement Administrator.

13.2 The Settlement Administrator's total compensation, except as qualified herein, shall not exceed Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00). At the time that the Settlement Fund is established, the Settlement Administrator will have already received \$70,000, with the net possible additional amount owed being \$200,000. The Settlement Administrator shall apply for compensation from the Settlement Fund after the Effective Date, as follows:

- a. The Settlement Administrator may make periodic itemized applications for payment from the Court.
- b. Upon conclusion of administration of the Settlement, the Settlement Administrator shall present a final accounting of fees and expenses for approval.

13.3 In addition to the compensation in § 13.2, the Settlement Administrator may charge Two Hundred Fifty and 00/100 Dollars (\$250.00) per Settlement Class Member for services in connection with resolution of Liens other than Florida Department of Revenue ["DoR"] and restitution Liens for that Settlement Class Member, and the Settlement

Administrator may charge a separate fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) per Class Member for resolution of all DoR and restitution liens for that Class Member. Any such sums shall be payable only from the distribution to any Settlement Class Member that receives such services.

13.4 The Settlement Administrator has engaged Robert Heath, Esq., to assist pro se Class Members with preparation of Claim Forms and other documentation necessary to participate in the Settlement. Mr. Heath shall receive total compensation not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the Settlement Fund. Mr. Heath has received a progress payment from some of the Individual Plaintiffs' Counsel of \$15,000. This amount shall be reimbursed to the Counsel for Individual Settlement Class Members who have made such payment upon Mr. Heath receiving compensation approved by the Court as described herein. After the Effective Date, Mr. Heath may apply to the Settlement Fund for compensation as follows:

- a. Mr. Heath may make periodic Itemized applications for payment from the Court.
- b. Upon conclusion of administration of the Settlement, Mr. Heath shall present a final accounting of fees and expenses for approval.

14. **SETTLEMENT CLASS MEMBERS' RELEASE AND EXCLUSIVE REMEDY**

14.1 **Complete Release.** For the consideration described in this Agreement, the receipt and sufficiency of which is acknowledged, and subject to the conditions in this Release, all Settlement Class Members hereby remise, release, discharge and forever acquit each and

every one of the Defendants and Insurers and Released Persons, individually, jointly and severally, and each and all of their respective agents, servants, employees, officers, elected and/or appointed officials, independent contractors, representatives, successors, assigns, attorneys, and any and all other persons, firms and/or entities who may in any manner be liable for any Released Claim or Released Claims, and each of them from any Claim or Claims that each Settlement Class Member may now or may hereafter have, on account of or in any way relating to or arising out of the Explosion.

14.2 In connection with the complete release in Section 14.1 and to the extent allowed by law, Settlement Class Representatives and Settlement Class Members acknowledge that they may hereafter discover claims 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 Released Claims. Nevertheless, it is the intention of the Settlement Class Representatives and the Settlement Class Members fully, finally and forever to settle and release all such Released Claims, and all Claims and claims relating thereto, that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) and accrued on or before the date that the Final Judgment and Order of Dismissal is entered. In this regard, Settlement Class Representatives and the Settlement Class Members expressly waive, to the fullest extent allowed by law, any potentially applicable statutory or common law provisions that arguably provide otherwise.

14.3 **Exclusive Remedy.** Timely and proper submission of a complete Claim Form in accordance with the procedures set forth in this Agreement is the **EXCLUSIVE** method and remedy of all Settlement Class Members to receive compensation for any and all Released

Claims. A Claim Form submitted hereunder shall be in lieu of any other remedy or right of action against the Defendants and Insurers and Released Persons for the Released Claims. Accordingly, no Defendant or Insurer or Released Person shall be subject to liability or expense of any kind to any Settlement Class Member with respect to any Released Claims, other than as set forth in this Agreement.

14.4 Covenant Not To Sue. Settlement Class Members shall not commence, prosecute, or cause to be commenced or prosecuted against, or with regard to the asserted conduct of, any Defendant, Insurer, or Released Persons any action or other proceedings in any court or administrative body of any kind based upon any Claim or Released Claims.

14.5 Injunction Against Additional Litigation. Upon rendition of a Final Approval Order and Final Settlement, all Settlement Class Members shall be enjoined from filing or becoming a party to any action or proceeding in any court or administrative body, including, without limitation, any putative class actions, against the Defendants or Insurers or Released Persons or any other person or entity, insofar as those actions relate to any of the Claims or Released Claims or otherwise interfere with this Agreement or the Settlement of the Actions and the Claims generally.

14.6 Settlement Class Members' Agreement to Indemnify and Hold Harmless Respecting His or Her Liens and Subrogation Claims. The Settlement Class Members are responsible for satisfying all of their respective Liens and subrogation interests including, but not limited to, subrogation claims brought by Medicaid, Medicare or private health or property insurance companies, and private causes of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in the event that Medicare denies coverage for any

reason, including the failure to allocate adequate money to future Medicare covered medical expenses in this settlement or to otherwise protect Medicare's interests, medical expenses, workers' compensation benefits, and all other similar or related expenses pertaining to, arising out of or in connection with the Claims or Released Claims. The Settlement Class Members will indemnify and hold harmless the Defendants and Insurers and Released Persons against any and all such Liens, Claims, suits, complaints or causes of action brought against any of the Released Persons and pertaining to, arising out of or in connection with the Claims or Released Claims including Claims based upon Liens. The Settlement Class Members will be responsible for the Defendants', Insurers' and Released Persons' costs of defending against these claims, suits, complaints and causes of action, including any legal fees and court costs and agree to indemnify and hold harmless the Defendants and Insurers and Released Persons for all such fees and expenses as set forth in this Section. The Settlement Class Members will be responsible for paying any judgment against or settlement reached by the Defendants or Insurers or Released Persons in such claims, suits, complaints and causes of action. The Defendants and Insurers and Released Persons are not responsible for the expenses, costs or liabilities described in this Section, and Defendants' and Insurers' and Released Persons' monetary obligations under this Agreement are expressly limited to their respective shares of the Settlement Amount.

14.7 Each Settlement Class Member shall execute an individual general release as a part of submission of his or her Claim Form that is consistent with the provisions of this Section and in the form in Exhibit H. This Release is also an exhibit to the Claim Form in Exhibit B. The Settlement Administrator will hold these Releases until the Settlement is approved at the Final Approval Hearing, and provide them to the Defendants and Insurers in exchange for funding.

14.8 Nothing contained herein releases, nor shall be construed to release, any continuing rights of Settlement Class Members resulting and arising from this Agreement and the remedies and benefits created and conferred hereby.

15. MEDICARE-RELATED OBLIGATIONS

15.1 Subsequent to an order of the Court approving this Agreement and Settlement Class, and prior to any Settlement Fund payments being made to a given Medicare-entitled Settlement Class Member, the Parties, by and through the Settlement Administrator, will negotiate and enter into individual Claimant agreements or a global agreement with the Centers for Medicare and Medicaid Services (CMS), the contractor of CMS and any Medicare Part C and Medicare Part D plans or their recovery contractors to settle and resolve all claims, actions, causes of action, demands, rights, damages, costs and loss of service expenses, which CMS or any interested Medicare Part C and Part D plans have or which hereafter may accrue in connection with the Settlement, Settlement Amount, or Settlement Fund (including any claims against any Settlement Class Member, Class Counsel, Counsel for the Individual Settlement Class Members, the Defendants, Insurers, Released Persons, or the Settlement Administrator) under the Medicare Secondary Payor Statute, 42 U.S.C. §1395y(b), the Medical Care Recovery Act, 42 U.S.C. §§2651-2653, 42 U.S.C. § 1395mm(e)(4), 42 U.S.C. § 1395w-22(A)(4) or 42 U.S.C. § 1395w-101. Any amount due to resolve claims and/or liens under these provisions with respect to a given Medicare-entitled Settlement Class Member shall be paid from his or her share of the Settlement Fund. The Settlement Administrator shall not disburse any settlement monies to any Medicare-entitled Settlement Class Member until Defendants and Insurers have obtained reasonable proof of satisfaction and discharge of all statutory Medicare claims with respect to

that Medicare-entitled Settlement Class Member. The Settlement Administrator agrees that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the Defendants, Insurers and Released Persons with a right to recover any monies paid caused by failure to satisfy Medicare's interests including any additional expenses incurred and attorney fees, as determined by the Court.

15.2 The Parties acknowledge and understand that Defendants and Insurers are required to report any payment to a Medicare beneficiary in settlement of a claim under a liability insurance policy or self-insurance to Medicare (CMS). Settlement proceeds under this Agreement shall be reported by the Defendants and the Insurers to Medicare (CMS) in accordance with the Medicare Secondary Payor Mandatory Reporting Provisions in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, found at 42 U.S.C. §1395y(b)(7) and (b)(8). In addition to the obligations set forth in Section 4.4 of this Agreement, within thirty (30) days of the entry of the Final Approval Order and prior to any Settlement Fund payments being made, the Settlement Administrator shall gather from the Settlement Class Members, and provide to Defendants all information regarding Medicare entitlement necessary for Defendants reasonably to fulfill their Section 111 reporting obligations, including, but not limited to, the individual's name, social security number, Medicare Health Insurance Claim Number, gender, date of birth, the amount Claimant received from the Settlement and any and all additional data that is required to be collected and submitted by Defendants pursuant to the Medicare Mandatory Insurer Reporting Section 111 User Guide.

16. EFFECTIVE DATE OF THE AGREEMENT

16.1 This Agreement shall become effective on the date set forth in paragraph 1.13. Defendants and Insurers' obligation to make payments becomes effective on the date on which the last of all of the following events and conditions has occurred:

- a. The Parties, through their respective counsel, have executed this Agreement; and
- b. The Court has, by entry of a Preliminary Approval Order, (i) certified the Settlement Class, and authorized Notice to be sent to the Settlement Class, and (ii) preliminarily found that the Settlement set forth in this Agreement is fair, reasonable and valid, subject to any objections that may be raised at the Fairness Hearing, and (iii) approved the method of providing notice to the relevant Settlement Class set forth herein; and
- c. The time line events in Section 3.1 prior to filing the Petition for Filing Final Approval have been met, and the Petition for Final Approval has been filed, and the Court has entered a Final Approval Order approving this Agreement as fair, adequate and reasonable under Florida Rule of Civil Procedure 1.220; and entered a Final Judgment substantially identical to that attached as Exhibit D; and
- d. Five (5) business days have passed after the latest of the following has occurred:
 - (i) the time to appeal from the Final Approval Order has expired and no notice of appeal has been filed; (ii) in the event of an appeal, any appeal from the Final Approval Order has been finally dismissed or the Final Approval Order and Final Judgment has been finally affirmed on appeal; (iii) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and (iv) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in final affirmance of the Final Approval Order.

17. NOTICES

17.1 Any notice required to be given to the Settlement Class or its counsel or Defendants or their counsel shall be given by United States mail or delivery service or by certified mail, return receipt requested, to:

For Settlement Class:

Christopher P. Janes, Esq.
Michles & Booth
501 Brent Lane
Pensacola, FL 32503

Adrian R. Bridges, Esq.
Michles & Booth
501 Brent Lane
Pensacola, FL 32503

Eric D. Stevenson
212 W Intendencia St, Suite A
Pensacola, FL 32502

J. Christopher Klotz
Stevenson Klotz
212 W Intendencia St, Suite A
Pensacola, FL 32502

Casey L. Lott
Langston & Lott
100 S Main Street
Booneville, MS 38829

Counsel for Individual Class Members:

James G. Biggart, II
Morgan & Morgan

Jake Evers
Evers Law Group

Eric Stevenson
Chris Klotz
Stevenson Klotz

Austin R. Ward
Scott C. Barnes
Ward & Barnes, P.A.

Rachael Raymon Gilmer
Levin Papantonio Thomas Mitchell Rafferty & Proctor

Christopher P. Janes
Brian P. Carter
Adrian Bridges
Michles & Booth, P.A.

Gerald McKenzie
Gerald McKenzie Law Firm

Robert Scott Cox
Talley Kaleko
Law Offices of Robert Scott Cox, PL

M. Kevin Hausfeld
Kevin Hausfeld, P.A.

Casey Lott
Langston & Lott, P.A.

Camille R. Martin
Law Office of Camille R. Martin, P.A.

Jon B. Gann
The Law Office of Jon B. Gann, P.A.

Keith Weidner
Taylor, Warren & Weidner, P.A.

S. Scott Stone, Esq.
Whibbs, Stone, Barnett P.A.

Joseph A. Zarzaur
Zarzaur Law, P.A.

Defendants and Insurers

A.E. New, Jr., Inc.
Steven Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547-6711
and

w. David Jester, Esq.
Galloway Johnson Tompkins Burr & Smith PLC
118 East Garden Street
Pensacola, Florida 32502

BITCO
Thomas B. Alleman, Esq.
Dykema Cox Smith
1717 Main, Suite 4200
Dallas, Texas 75201

Alliance Laundry Holdings LLC
Sentry Insurance Co.
Daniel J. Kissane, Esq.
Cole, Scott & Kissane, P.A.
4686 Sunbeam Road
Jacksonville, Florida 32257

City of Pensacola, Florida d/b/a Pensacola Energy
Associated Electric and Gas Services, Ltd.
G. Bruce Parkerson, Esq.
James K. Ordeneaux, Esq.
Plauche Maselli Parkerson
One Shell Square
701 Poydras St., Suite 3800
New Orleans, Louisiana 70139

Caldwell Associates Architects, Inc.
Robert A. Emmanuel, Esq.
Emmanuel Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502

Atlantic Specialty Insurance Co.
Aaron M. Dmiszewicki, Esq.

Avery A. Dial, Esq.
Fowler White Burnett, P.A.
One Financial Plaza
100 Southeast 3rd Avenue, 21st Floor
Fort Lauderdale, Florida 33394

Coin Laundry Equipment Co., Inc.
Certain Underwriters at Lloyd's, London
Bruce D. Partington, Esq.
Jason W. Peterson, Esq.
Clark Partington Hart Larry Bond & Stackhouse, P.A.
One Pensacola Plaza, Suite 800
125 West Romana St.
Pensacola, Florida 32502

Escambia County, Florida
Charles V. Peppler, Esq.
Deputy County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
and
J. Lawson Hester, Esq.
Pettis, Barfield & Hester, P.A.
4450 Old Canton Road
Suite 210
Jackson, Mississippi 39211

Columbia Casualty Co.
Chris Longest/JWF Specialty Company
Old National Insurance Group
Post Office Box 40996
Indianapolis, Indiana 46240
and
Lisa A. Pach
CNA COVERAGE LITIGATION GROUP
4631 Woodland Corporate, Boulevard, #315
Tampa, Florida 33614

Great American Excess and Surplus Insurance Co.
Charles E. Spevacek, Esq.
Meagher & Geer, P.L.L.P.
33 S. Sixth Street
Suite 4400

Minneapolis, Minnesota 55402

Futch Design Associates, L.L.C.
A. Grady "Bo" Williams IV, Esq.
Breanne Stanley Zarzour, Esq.
Phelps Dunbar L.L.P.
101 Dauphin Street, Suite 1000
Mobile, Alabama 36602

AXIS Surplus Insurance Co.
Greg Gaebe, Esq.
Devang Desai, Esq.
Gaebe, Mullen, Antonelli & DiMatteo
420 South Dixie Highway, Third Floor
Coral Gables, Florida 33146

Glaze Communications
Westfield Insurance Co.
Wayne Tosko, Esq.
Vasquez & Tosko LLP
315 East Robinson Street, Suite 650
Orlando, Florida 32801

H.M. Yonge & Associates, Inc.
Liberty Insurance Underwriters, Inc.
Jorge L. Cruz, Esq.
Robert E. Blumberg, Esq.
Daniels, Rodriguez, Berkeley, Daniels, Cruz
4000 Ponce de Leon Boulevard, Suite 800
Coral Gables, Florida 33146

Klocke and Associates, Inc.
XL Specialty Insurance Co.
Thomas J. Guilday, Esq.
Guilday, Simpson, West, Hatch, Lowe & Roane, P.A.
1983 Centre Pointe Boulevard, Suite 200
Tallahassee, Florida 32308

Premier Engineering
AXIS Insurance Co.
Vincent A. "Van" Noletto, Esq.
Carr Allison
6251 Monroe Street
Suite 200

Daphne, AL 36526

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

Landmark American Insurance Company
William P. Bila, Esq.
Jeremy D. Kerman, Esq.
Walker Wilcox Matousek LLP
One North Franklin Street
Suite 3200
Chicago, Illinois 60606

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

The Settlement Administrator
The Pensacola Jail Explosion Settlement
Edgar C. Gentle, III
Settlement Administrator
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
egentle@gtandslaw.com
office 205-716-3000
cell 205-960-2533

**18. CLASS COUNSEL'S AND COUNSEL FOR THE INDIVIDUAL CLASS MEMBERS
REPRESENTATIONS AND WARRANTIES**

18.1 Class Counsel and Counsel for Individual Settlement Class Members represent and warrant as follows:

- a. Class Counsel and Counsel for Individual Settlement Class Members will use their best efforts to encourage all Settlement Class Members to remain in the

Settlement Class and not opt-out;

b. The consideration paid by Defendants and Insurers under this Agreement is paid in full satisfaction of all Defendants' and Insurers' and Released Persons' liability for all Claims and Released Claims of all Settlement Class Member(s);

c. Class Counsel are authorized to enter into this Agreement on behalf of all of the Settlement Class Representatives;

d. Counsel for Individual Settlement Class Members are authorized to act on behalf of their Clients; and

e. Except for Liens, no Settlement Class Member has assigned, sold, or otherwise transferred any Claim or Released Claims of any kind.

19. MISCELLANEOUS PROVISIONS

19.1 No press release shall be issued by Class Counsel or Counsel for Individual Settlement Class Members or Defendants' and Insurers' Counsel regarding this Agreement or the Settlement of this matter unless the content of such press release is first agreed to by Class Counsel and Counsel for Individual Settlement Class Members and Defendants' and Insurers' Counsel. For purposes of this subsection, "press release" shall include blog posts or any social media.

19.2 This Agreement constitutes the entire Settlement among the Parties and supersedes all prior agreements or understandings between them relating to the Settlement of the Action.

19.3 The Parties acknowledge that this Agreement was jointly drafted, and agree that

if any of its terms are ambiguous, that the rule of construction construing the ambiguity against the drafting party shall not be employed in the interpretation of this Agreement.

19.4 The Agreement shall be governed by, construed by, and follow the laws of the State of Florida, without regard to its conflicts of laws rules. Jurisdiction and venue for all proceedings in connection with the Agreement, or arising as a result of any matter relating to this Settlement, or addressed in the Agreement, shall be in the Court.

19.5 The Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Agreement, subject to approval by the Court.

19.6 To the extent any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

19.7 The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, other natural disasters, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of other governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.

19.8 This Agreement may be executed in counterparts and shall be binding upon each Party and all Parties executing this or any counterpart.

19.9 This Agreement may not be modified except in writing signed by the Settlement Class Representatives, Class Counsel, Counsel for the Individual Settlement Class Members, all Defendants and Insurers, and Counsel for the Defendants and Insurers.

19.10 The Parties may execute this document in counterparts, and may execute a single set of signature pages that will be applicable to this Agreement for all Claimants. A facsimile signature from any Defendant and Insurer shall be effective as an original.

19.11 If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term or condition to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and all other terms and conditions of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19.12 All statutes of limitation for each individual Settlement Class Member listed in Exhibit C, have been tolled under an Interim Term Sheet with the Defendants, and five amendments thereto, for a period ending ninety days after April 18, 2017. It is agreed that this tolling shall continue until the earlier to occur of the termination of this Agreement by a Party or Final Settlement.

Dated as of ____ day of _____, 201__.

[SIGNATURES BEGIN ON NEXT PAGE]

BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

19.10 The Parties may execute this document in counterparts, and may execute a single set of signature pages that will be applicable to this Agreement for all Claimants. A facsimile signature from any Defendant and Insurer shall be effective as an original.

19.11 If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term or condition to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and all other terms and conditions of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19.12 All statutes of limitation for each individual Settlement Class Member listed in Exhibit C, have been tolled under an Interim Term Sheet with the Defendants, and five amendments thereto, for a period ending ninety days after April 18, 2017. It is agreed that this tolling shall continue until the earlier to occur of the termination of this Agreement by a Party or Final Settlement.

Dated as of ____ day of _____, 201__

[SIGNATURES BEGIN ON NEXT PAGE]

BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

In witness whereof I have executed this Agreement on the date set forth below, for myself, and as Class Representative for and on behalf of the Settlement Class and each and all of its members with full authority to effectuate the release of the Claims set forth herein. Notwithstanding the foregoing, as a Class Member, I have the right to have my claim graded by the Settlement Administrator as explained in the Claim Form, and to decide whether to opt out from or object to the Settlement.



Christopher Hankinson

State of Florida

County of Essex

Now on this 15th day of May, ²⁰¹⁷~~2016~~, appeared before me Christopher Hankinson, ~~by me personally known~~, who acknowledged the foregoing Instrument and stated that he/she had read the foregoing Instrument, and executed it as his/her free act and deed.



Notary Public

My commission expires:



LATISHA JONES
MY COMMISSION EXPIRES
EXPIRES December 31, 2016
Notary Public, State of Florida

BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

In witness whereof I have executed this Agreement on the date set forth below, for myself, and as Class Representative for and on behalf of the Settlement Class and each and all of its members with full authority to effectuate the release of the Claims set forth herein. Notwithstanding the foregoing, as a Class Member, I have the right to have my claim graded by the Settlement Administrator as explained in the Claim Form, and to decide whether to opt out from or object to the Settlement.

(moore)
Sarah (moore) Cook
Sarah (moore) Cook, as Administrator of the Estate of Robert Earl Simmons, Deceased

State of Florida
County of Essex

Now on this 16 day of May, ²⁰¹⁷~~2016~~, appeared before me
Sarah Cook, as Administrator of the Estate of Robert Earl Simmons, deceased,
by me personally known, who acknowledged the foregoing
instrument and stated that he/she had read the foregoing instrument, and executed it as
his/her free act and deed.


Notary Public

My commission expires: 10-19-19



LATRECEE BAKER
MY COMMISSION # FF 928725
EXPIRES: October 19, 2019
Serving the Budget Notary Services

BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

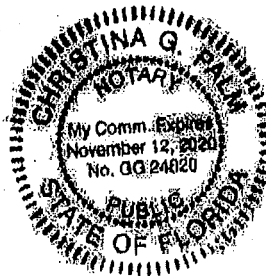
In witness whereof I have executed this Agreement on the date set forth below, for myself, and as Class Representative for and on behalf of the Settlement Class and each and all of its members with full authority to effectuate the release of the Claims set forth herein. Notwithstanding the foregoing, as a Class Member, I have the right to have my claim graded by the Settlement Administrator as explained in the Claim Form, and to decide whether to opt out from or object to the Settlement.

Cornelius Lee Henderson
Cornelius Lee Henderson

State of Florida
County of Brevard

Now on this 9th day of June, 2017, appeared before me Cornelius Lee Henderson, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.

[Signature]
Notary Public
My commission expires:



BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.


In witness whereof I have executed this Agreement on the date set forth below, for myself, and as Class Representative for and on behalf of the Settlement Class and each and all of its members with full authority to effectuate the release of the Claims set forth herein. Notwithstanding the foregoing, as a Class Member, I have the right to have my claim graded by the Settlement Administrator as explained in the Claim Form, and to decide whether to opt out from or object to the Settlement.



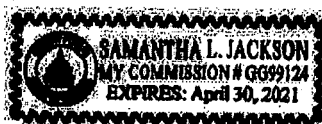
Ronnie Lucas

State of Florida
County of Eschschold

Now on this 19th day of April, ²⁰¹⁷2016, appeared before me
Ronnie Lucas, by me personally known, who acknowledged the foregoing
Instrument and stated that he/she had read the foregoing instrument, and executed it as
his/her free act and deed.



Samantha L. Jackson
Notary Public
My commission expires: April 30, 2021



BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

In witness whereof I have executed this Agreement on the date set forth below, for myself, and as Class Representative for and on behalf of the Settlement Class and each and all of its members with full authority to effectuate the release of the Claims set forth herein. Notwithstanding the foregoing, as a Class Member, I have the right to have my claim graded by the Settlement Administrator as explained in the Claim Form, and to decide whether to opt out from or object to the Settlement.

Bryan Joseph Gilpatrick
Bryan Joseph Gilpatrick

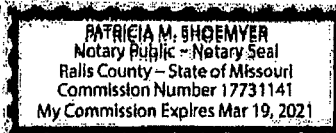
State of Missouri
County of St. Louis

Now on this 6th day of June, 2016, appeared before me Bryan Joseph Gilpatrick, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.

Patricia M. Shoemaker

Notary Public

My commission expires: 3/19/21



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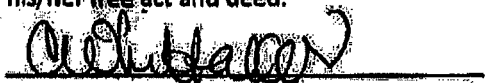
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Dominick George

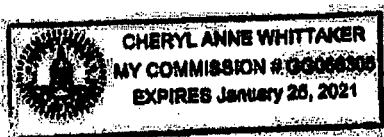
State of FL
County of Essex

Now on this 16th day of May, 2017, appeared before me Dominick George, by me personally known, who acknowledged the foregoing Instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.



Notary Public

My commission expires:



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Signatures continue on next page.


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Rex Jordan

State of FL
County of Bramble

Now on this 17th day of May, 2016, appeared before me Rex Jordan, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.


Notary Public
My commission expires:



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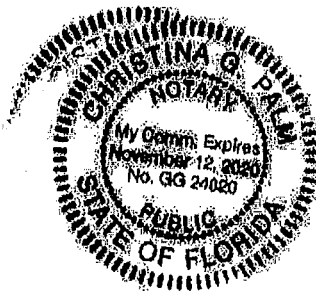
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Gary Norman Hauffe
Gary Norman Hauffe

State of Florida
County of Eschsch

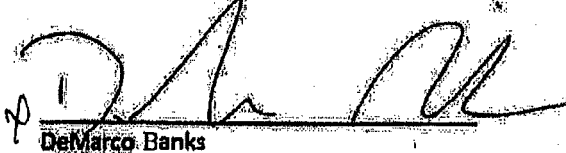
Now on this 9th day of June, 2017, appeared before me Gary Norman Hauffe, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.

[Signature]
Notary Public
My commission expires:



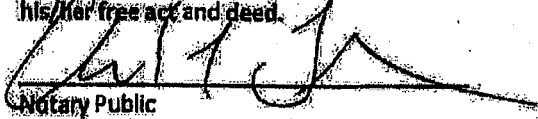
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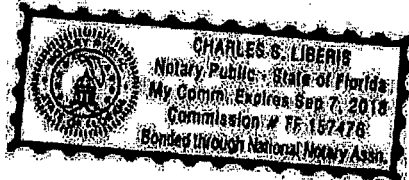
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DeMarco Banks

State of FL
County of Broward

Now on this 22nd day of April, 2016, appeared before me DeMarco Banks, known personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.


Notary Public
My commission expires:



BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

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Cameron Perkins

State of Florida
County of Okaloosa

Now on this 19th day of June, 2016, appeared before me Cameron Perkins, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.


Notary Public

My commission expires:



MELINDA STRICKLAND
MY COMMISSION # 00002406
EXPIRES: June 14, 2020
Bonded thru Budget History Services

PROVIDED TO OKALOOSA CI

ON

6/19/17

FOR MAILING

BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

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James Richardson

James Richardson

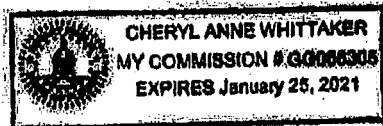
State of FL
County of Essex

Now on this 31st day of May, 2016, appeared before me James Richardson, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.

Cheryl Anne Whittaker

Notary Public

My commission expires:



BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

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Shawn Moyers 2138
Shawn Moyers

State of Florida
County of Escambia

Now on this 9th day of June, 2017, appeared before me Shawn Moyers, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.

[Signature]
Notary Public

My commission expires



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Signatures continue on next page.

BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

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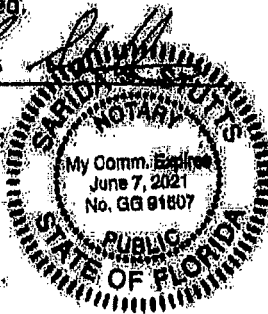
Joyce Montgomery
Joyce Montgomery

State of Florida)
County of Escambia

Now on this 9th day of June, 2018, appeared before me Joyce Montgomery, by me personally known, who acknowledged the foregoing instrument and stated that he/she had read the foregoing instrument, and executed it as his/her free act and deed.

[Signature]
Notary Public.

My commission expires



BEFORE SIGNING BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT, THAT I AM AUTHORIZED AND PHYSICALLY AND MENTALLY COMPETENT TO UNDERSTAND AND EXECUTE THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, AND THAT I COMPLETELY UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS AGREEMENT.

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Shannon Hankinson, for herself and as spouse of Christopher Hankinson

State of Florida
County of Escambia

Now on this 15th day of May, ²⁰¹⁷~~2016~~, appeared before me
Shannon Hankinson, for herself and as spouse of Christopher Hankinson, by me personally
known, who acknowledged the foregoing
instrument and stated that he/she had read the foregoing instrument, and executed it as
his/her free act and deed.


Notary Public
My commission expires:



Class Counsel


Christopher P. Janes


Adrian R. Bridges

Eric D. Stevenson

J. Christopher Klotz

Casey L. Lott

Counsel for Individual Class Members

James G. Biggart, II
Morgan & Morgan

Jake Evers
Evers Law Group

Eric Stevenson
Chris Klotz
Stevenson Klotz

Austin R. Ward
Scott C. Barnes
Ward & Barnes, P.A.

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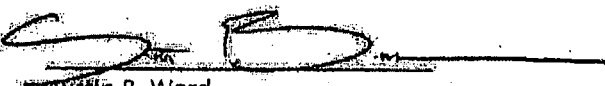
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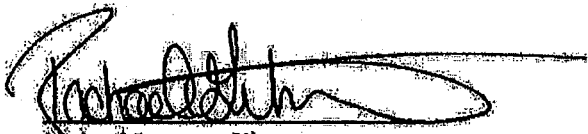
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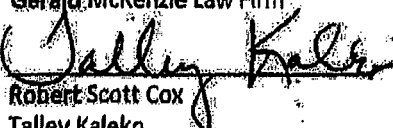
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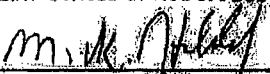
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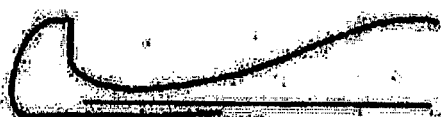

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Whibbs, Stone, Barnett P.A.



Joseph A. Zarzale

Zarzale Law, P.A.

(Signatures of Defendants and Insurers)

A.E. New, Jr., Inc.

By

Printed Name

Position

Approved as to form:

Counsel for A.E. New, Jr., Inc.

SIGNATURES CONTINUE ON NEXT PAGE



Eric Stevenson

Chris Klotz

Stevenson Klotz

Counsel for those persons listed as their clients on Exhibit A
attached to the Interim Term Sheet

SIGNATURES CONTINUE ON NEXT PAGE



Eric Stevenson
Chris Klotz
Stevenson Klotz

Counsel for those persons listed as their clients on Exhibit A
attached to the Interim Term Sheet

SIGNATURES CONTINUE ON NEXT PAGE

Class Counsel

Christopher P. Janes

Adrian R. Bridges

Eric D. Stevenson

J. Christopher Klotz



Casey L. Loy

Counsel for Individual Class Members

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1
2
3 Rachael Raymon Gilmer
4 Levin Papantonio Thomas Mitchell Rafferty & Proctor
5
6
7 Christopher P. Janes
8 Brian P. Carter
9 Adrian Bridges
10 Michles & Booth, P.A.
11
12
13 Gerald McKenzie
14 Gerald McKenzie Law Firm
15
16
17 Robert Scott Cox
18 Talley Kaleko
19 Law Offices of Robert Scott Cox, P.L.
20
21 ~~M. Kevin Hausfeld~~
22 M. Kevin Hausfeld
23 Kevin Hausfeld, P.A.
24
25
26 Casey Lott
27 Langston & Lott, P.A.
28
29
30 Camille R. Martin
31 Law Office of Camille R. Martin, P.A.
32
33
34 Jon B. Gann
35 The Law Office of Jon B. Gann, P.A.
36
37
38 Keith Weidner
39 Taylor, Warren & Weidner, P.A.
40
41
42 S. Scott Stone, Esq.
43 Whibbs, Stone, Barnett P.A.
44

Joseph A. Zarzaur

Zarzaur Law, P.A.

[Signatures of Defendants and Insurers:

A.E. New, Jr. Int.

By

Printed Name:

Position:

Approved as to form:

Counsel for A.E. New, Jr., Inc.

SIGNATURES CONTINUE ON NEXT PAGE

BITCO National Insurance Co.
BITCO General Insurance Corp.

By

Printed Name

[Signature]
GORDON LOWMAN

5/10/17

SIGNATURES CONTINUE ON NEXT PAGE

1 Alliance Laundry Holdings LLC
2
3

4
5 By 

6 Printed Name: Peter Mankala

7 Position: VP, CEO
8

9 Approved as to form:
10

11 
12
13 Counsel for Alliance Laundry Holdings LLC

14 5-10-17

15 SIGNATURES CONTINUE ON NEXT PAGE
16
17

1 Sentry Insurance Co.

2

3

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9

By D. J. K. (per Sentry written authority)
Printed Name Daniel J. Kissane
5-10-17

SIGNATURES CONTINUE ON NEXT PAGE

City of Pensacola D/B/A Pensacola Energy

By 
Printed Name: ERIC A. OLSON
Position: CITY ADMINISTRATOR

Approved as to form: 
Counsel for City of Pensacola d/b/a
Pensacola Energy

SIGNATURES CONTINUE ON NEXT PAGE

Associated Electric & Gas Insurance Services Limited

By 
Printed Name G. Bruce Parkinson

SIGNATURES CONTINUE ON NEXT PAGE

Caldwell Associates Architects, Inc.



Printed Name: HARRY MILLER CALDWELL JR.


Position: PRESIDENT



Counsel for Caldwell Associates
Architects, Inc.

SIGNATURES CONTINUE ON NEXT PAGE

Atlantic Specialty Insurance Co.

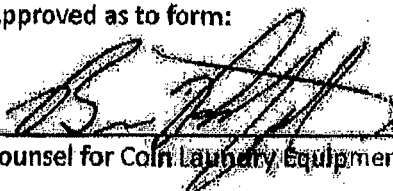
By 
Printed Name Jeffrey R. Nix

SIGNATURES CONTINUE ON NEXT PAGE

Coin Laundry Equipment Co., Inc.


By 
Printed Name: C. Decker
Position: President

Approved as to form:


Counsel for Coin Laundry Equipment Co., Inc.

SIGNATURES CONTINUE ON NEXT PAGE

Certain Underwriters at Lloyd's London

By 
Printed Name DAVID HICKS

SIGNATURES CONTINUE ON NEXT PAGE

As to Escambia County, Florida:

Board of County Commissioners
Escambia County, Florida

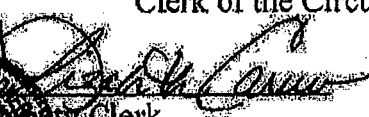

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed

6/19/2012




Pam Childers, Clerk

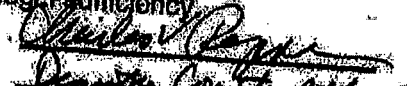
SIGNATURES CONTINUE ON NEXT PAGE

This document approved as to form
and legal sufficiency

By:

Title:

Date:


County Attorney
5-10-12

Columbia Casualty Co.

By William N. Miller 5/10/2017
Printed Name WILLIAM N. MILLER

ONB Benefits Administration, LLC
d/b/a JWF Specialty Co.

By _____
Printed Name _____

1 Columbia Casualty Co.

2

3

4

5 By _____

6 Printed Name _____

7

8

9 ONB Benefits Administration, LLC

10 d/b/a JWF Specialty Co.

11

12

13

14

15

By 


Printed Name Chris Longest

Great American Excess and Surplus Insurance Co.

By Elizabeth S. Fuller
Printed Name Elizabeth S. Fuller

SIGNATURES CONTINUE ON NEXT PAGE

Futch Design Associates

By 
Printed Name: Gregory Futch
Position: Owner

Approved as to form:


Counsel for Futch Design Associates.

SIGNATURES CONTINUE ON NEXT PAGE

AXIS Surplus Insurance Co.

By Lara Benoit
Printed Name Lara Benoit

SIGNATURES CONTINUE ON NEXT PAGE

Glaze Communications

By 

Printed Name: Larry T. Parks

Position: Attorney at Law

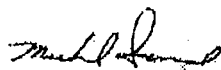
Approved as to form:



Counsel for Glaze Communications

SIGNATURES CONTINUE ON NEXT PAGE

Insurer for Glaze Communications

By 
Printed Name Michael S. Lane

SIGNATURES CONTINUE ON NEXT PAGE

H.M. Yonge & Associates, Inc.


By *Paul B.* on Behalf of
Printed Name: Paul Yonge P.E.
Position: _____

Approved as to form:

Paul B.
Counsel for H. M. Yonge & Associates, Inc.

SIGNATURES CONTINUE ON NEXT PAGE

Liberty Insurance Underwriters Inc.

By  on behalf of
Printed Name Martin Cole

SIGNATURES CONTINUE ON NEXT PAGE

Klocke and Associates Inc.

By 

Printed Name: John I. Klocke Jr.

Position: President

Approved as to form:


Counsel for Klocke and Associates Inc.

SIGNATURES CONTINUE ON NEXT PAGE

XL Specialty Insurance Co.

This signature page accompanies the May 9, 2017 CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE, and indicates XL's agreement to the form and content, subject to the representations set forth in Lawson Hester's May 10, 2017 email clarifying paragraph 2.8 by confirming the County's release all property damage and subrogation causes of actions, and the plaintiffs' representations in paragraph 2.9 regarding only the insurers that have agreed to pay policy limits.

Nancy M. Rigassio

Digitally signed by Nancy M. Rigassio
DN: cn=Nancy M. Rigassio, ou=DP,
email=Nancy.Rigassio@xl.com, c=US
Date: 2017.03.18 09:44:18 -0400


By

Printed Name

SIGNATURES CONTINUE ON NEXT PAGE

Premier Engineering

By



Printed Name: Vincent A. Nolet

Position: Planner for Premier

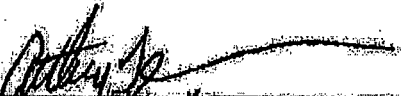
Approved as to form:



Counsel for Premier Engineering

SIGNATURES CONTINUE ON NEXT PAGE

AXIS Insurance Co.

By 
Printed Name: Anthony Perna, Senior Claims Specialist

SIGNATURES CONTINUE ON NEXT PAGE


Rebol-Battle & Associates LLC

By

Printed Name: Paul A. Battle

Position: Managing Member

Approved as to form:

 5/10/17
Counsel for Rebol-Battle & Associates, LLC

SIGNATURES CONTINUE ON NEXT PAGE

Landmark American Insurance Company

By 

Printed Name DYLAP E. LIST

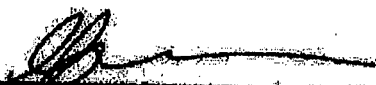
Approved as to form:




Counsel for Landmark American Insurance Company

SIGNATURES CONTINUE ON NEXT PAGE

SEMCO, Inc.

By 
Printed Name: Bruce Turner
Position: President

Approved as to form:


Linda F. Wade
Counsel for SEMCO, Inc.

SIGNATURES CONTINUE ON NEXT PAGE

Southern Owners Insurance Co.

By 
Printed Name Jason Hennes - Adjuster

4814-7300-2303.1

SCHEDULE OF EXHIBITS

EXHIBIT A:	Preliminary Approval Order
EXHIBIT B:	Form of Mailing Notice with Claim Form And Form Publication Notice
EXHIBIT C:	List of Plaintiffs Represented By Counsel and The Names of Their Counsel
EXHIBIT D:	Form of Final Approval Order
EXHIBIT E:	Form of Escrow Agreement
EXHIBIT F:	Motion for Preliminary Approval
EXHIBIT G:	Form of Class Action Complaint
EXHIBIT H:	Form of Claimant Release
EXHIBIT I:	Claimant Lien Payment Proposal Prototype

EXHIBIT A:

Preliminary Approval Order

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

CLAIRE ALLEN, ET AL,

PLAINTIFFS

v.

A.E. NEW JR., INC.,

ET AL,

DEFENDANTS

CASE NO. 2015-CA-000722

DIVISION NO. C

PRELIMINARY APPROVAL ORDER

THIS CAUSE CAME ON TO BE HEARD ON _____, 2017, ON THE PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS. THE COURT, HAVING CONSIDERED THE MOTION, HEARD THE ARGUMENTS AND EVIDENCE AND BEING FULLY ADVISED IN THE PREMISES HEREBY FINDS AND ORDERS AS FOLLOWS:

A. PLAINTIFFS IN THE "ACTION" (the have moved pursuant to Florida Rule of Civil Procedure 1.220 for an order (a) preliminarily approving the proposed settlement of the Action in accordance with the Parties' Class Settlement Agreement and General Release dated _____, 2017, as filed with the Court (the Agreement), which sets forth the terms and conditions for the proposed settlement of the Action; and (b) approving a notice plan consistent with Rule 23 and applicable law to provide notice of the class certification and proposed class action settlement to the Settlement Class Members.

B. Plaintiffs have separately moved for certification under Rule 1.220 of a

settlement-only Plaintiff class;

C. The Plaintiffs have moved that the Settlement Administrator, once appointed, be granted authority to subpoena medical records with respect Escambia County employees the subject of a workers compensation suit related to the Explosion in an effort to score them fairly under the terms of the Agreement;

D. The Court has considered the Agreement and accompanying exhibits and other documents, including the proposed Claim Form, that is Exhibit 1 hereto; E. Parties to the Agreement have consented to the entry of this Preliminary Approval Order:

IT IS HEREBY ORDERED THAT:

1. The capitalized terms used in this Preliminary Approval Order have the same meaning as those defined in the Agreement.
2. Pursuant to Rule 1.220, this action is hereby certified as a class action, for settlement purposes only, on behalf of the following Settlement Class as defined below:

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.

3. For settlement purposes only, Plaintiffs Christopher Hankinson, the Estate of Robert Earl Simmons, Cornelius Lee Henderson and Ronnie Lucas, Bryan Joseph Gilpatrick and Domanick George, Bakari Henderson and Rex Jordan, Gary Norman Hauffe and DeMarco Banks, Cameron Perkins and James Richardson, Shawn Moyers

and Otis Craft, Joyce Montgomery, and Shannon Hankinson, as a claimant in her own right and as spouse of claimant Christopher Hankinson, are certified as the Settlement Class Representatives for the Settlement Class.

4. The Court designates Christopher P. Janes and Adrian R. Bridges of Michles & Booth, Pensacola, Florida, Eric D. Stevenson and J. Christopher Klötz of Stevenson Klotz, Pensacola, Florida and Casey L. Lott of Langston & Lott, Booneville, Mississippi as Class Counsel.
5. The Court affirms the authority of Class Counsel to execute the Settlement Agreement on behalf of the Settlement Class Members.
6. For settlement purposes only, the Court finds that the prerequisites of Florida Rule of Civil Procedure 1.220 have been met. The Court finds, for purposes of settlement only, that:
 - a. The Settlement Class as described in the Agreement consists of at least 668 members and is so numerous that joinder of all members is impracticable.
 - b. There are questions of law and fact common to the Settlement Class. The Settlement Class asserts Claims against A.E. New, Jr., Inc., Alliance Laundry Holdings, LLC, , The City of Pensacola d/b/a Pensacola Energy, Caldwell Associates Architects, Inc., Coin Laundry Equipment Co., Inc. Escambia County, Florida, , Futch Design Associates LLC , Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering, Rebol-Battle & Associates, and SEMCO Inc., (collectively, "Defendants") in connection with the Explosion.
 - c. The Claims of the Settlement Class Representatives are typical of the

Claims of the Settlement Class Members in that the Settlement Class Representatives, like all Settlement Class Members, allege personal injuries and other damage from a single event, the Explosion.

- d. The Settlement Class Representatives have fairly and adequately represented and protected the interests of the Settlement Class. The Settlement Class Representatives have common interests with the remaining members of the Settlement Class in seeking redress for personal injuries and other damage from the Explosion. In addition, the Settlement Class Representatives have vigorously prosecuted the interests of the Settlement Class through well-qualified counsel experienced in similar class action litigation, at all times during negotiations of the Settlement Agreement and its presentation to the Court. The Court finds that there are no conflicts between the Settlement Class Representatives and the remaining Settlement Class Members because each "level" on the Administrator's scoring grid is represented.
- e. Having taken into consideration the matters listed in Rule 1.220, the Court finds that in the context of the proposed class settlement, common issues related to alleged inconvenience, personal injuries and/or property damage from the Explosion predominate over questions affecting individual Settlement Class Members. All of the injuries being addressed in the Settlement arise from a single common cause, the Explosion. Accordingly, for purposes of the Agreement, questions of law and fact common to the Settlement Class Members predominate over

any questions affecting only individuals. Furthermore, in the context of the settlement, a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

- f. The Court has reviewed the proposed Claim Form, finds it fair and reasonable, and hereby approves it.
- 7. Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the parties in the event that (a) the Settlement Agreement is terminated; (b) the Settlement Agreement is not finally approved by the Court, or (c) for any reason the Effective Date does not occur.
- 8. This Preliminary Approval Order, including all related findings of fact and conclusions of law regarding the certification of the Settlement Class shall automatically be vacated upon the happening of and notice to the Court of any of the events set forth in paragraph 7(a)-(c) of this Order.
- 9. In the event that this Order is vacated for any reason, the Action shall proceed as though the Settlement Class had never been certified and all findings and conclusions in this Order had never been made, without prejudice to either Defendants or Plaintiffs.
- 10. The Court has reviewed the Agreement, and the terms of the Agreement are preliminarily approved, subject to further consideration at a Fairness Hearing.
 - a. The Court preliminarily finds that the proposed Agreement is the product of informed, arm's length negotiation by counsel and is presumptively fair, just, reasonable, valid and adequate, subject to any objections that may be raised at the Fairness Hearing.

- b. The Court preliminarily finds that the proposed payments will directly benefit the Settlement Class Members, and, based on the Court's preliminary analysis, represent a reasonable compromise of the Settlement Class Members' claims against Defendants.
- c. The Fairness Hearing shall be held before the Court on _____, 2017, at _____ a.m. at Courtroom Number ____; [Address]: (i) to determine whether the proposed Settlement of the Subject Lawsuit on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court under Rule 1.220, and whether a Final Approval Order should be entered; and (ii) to consider such other matters as may properly come before the Court in connection with the certification of the Settlement Class, including but not limited to final approval of the Agreement, approval of attorneys' fees and expenses for Class Counsel and Counsel for Individual Class Members as necessary, approval of the reasonableness of settlements as required by law and final approval of the claims processing procedures and decisions, selection of the Settlement Administrator, and other matters related to approval and implementation of the Settlement Agreement. The Court may adjourn the Fairness Hearing, without further notice to Settlement Class Members other than by announcement at the Fairness Hearing.
11. Provided no appeal UNDER RULE 9.130, FLA. R. APP. P., is taken of this Preliminary Approval Order, thirty-one (31) days after rendition of this Order,

Settlement Class Counsel shall provide notice of the proposed Agreement to the Settlement Class Members as required by Rule 1.220 of the Florida Rules of Civil Procedure and all applicable statutes as set forth in the notice plan described in this paragraph. If any interlocutory appeal is taken of this Preliminary Approval Order, then such action will suspend this notice requirement until such time that a final Preliminary Approval Order based on a valid settlement agreement is in place. The notice plan shall include:

- a. E-mailing the Claim Form in Exhibit 1, together with this Order, to the approximately 448 Class Members with individual Counsel, in care of their Counsel, and mailing the Claim Form in Exhibit 1 together with this Order, to the remaining approximately 220 Class Members to their best known address after a due diligence search.
- b. Publication of the Published Notice, attached as Exhibit 2 hereto, on two separate days in the Pensacola News Journal (Pensacola paper), the beginning date no earlier than _____, 2017 **[14 days after date Preliminary Approval Order becomes effective]** last date being no later than _____, 2017 **[28 days after date Preliminary Approval Order becomes effective]**.
- c. Posting a copy of the Individual Notice, attached as Exhibit 3, on the Internet at a website with the address: www.pensacolasettlement.com. The Parties shall also post on the website a copy of the Settlement Agreement as set out in paragraph 9.2.1 of the Settlement Agreement.
- d. For all Individual Notices returned by the U.S. mail service as

undeliverable, Class Counsel (with the assistance of Settlement Administrator as agreed among them) shall perform a computer-based skip-trace on the potential Settlement Class Member using an internet search engine (such as People Finders or equivalent). Individual Notice shall be sent by U.S. mail to any current addresses for Settlement Class Members identified through this process. For all Settlement Class Members that cannot be located through a skip-trace internet search engine, Settlement Class Counsel shall cause their names to be published in a single edition of the Pensacola News Journal along with a notice that they are potential Settlement Class Members and directions to obtain additional information regarding the proposed class settlement. All skip-trace Individual Notices and the publication of potential Settlement Class Members' names described in this paragraph shall occur on or before _____, 2017 **[45 days after the date the Preliminary Approval Order becomes effective]**.

- e. The Settlement Administrator shall make available his already-established toll-free phone number (1-855-711-2079) to answer questions by the Settlement Class Members, and shall leave such toll free line open until the deadline for submission of Claim Forms.
- f. The Settlement Administrator shall file the list of the last known addresses for each individual to whom an Individual Notice was mailed into the record of these proceedings at least 15 days prior to the Fairness Hearing.

- g. Notice shall also be provided as set forth in the Agreement to the Florida Department of Revenue, Florida Agency for Health Care Administration – Third Party Liability Recovery Unit, Florida League of Cities and Centers for Medicare and Medicaid Services.
12. The Court finds that dissemination of the notice substantially in the manner set forth in Paragraph 11 is the best notice practicable under the circumstances, is reasonably calculated to apprise interested parties of the pendency of this action, affords such potential Settlement Class Members an opportunity to present their objections or exclude themselves from the Settlement Class, and complies in all respects with the requirements of Rule 1.220 and all the requirements of due process.
13. Settlement Class Members who want to be excluded from the Settlement Class must send a written request for exclusion clearly evidencing their desire to opt out of the Settlement Agreement (“Opt-Out Request”) and signed by them or their duly authorized representative with documentation of such representative authorization to:

The Pensacola Jail Explosion
Settlement Ed Gentle
Settlement Administrator
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
egentle@gtandslaw.com
205-716-3000
855-711-2079

postmarked by _____, 2017 [250 days after the date the Preliminary Approval Order becomes effective].

14. Any Settlement Class Member who timely files an Opt-Out Request in the

manner provided herein is excluded from the Settlement Class and will not be entitled to any benefit described in the Agreement or notice, and will not be bound by any judgments adjudicating the claims of the Settlement Class Members.

15. Any Settlement Class Member who does not timely file an Opt-Out Request in the manner provided herein will be bound by the Agreement if finally approved following the Fairness Hearing, including the terms of the Final Approval Order to be entered herein and the releases provided for in the Agreement.
16. Any Settlement Class Member who has not requested exclusion from the Settlement Class may file an objection to final approval of the Agreement and/or appear at the Fairness Hearing personally or by counsel, provided that an appearance is served and filed as hereinafter provided, to show cause, if any, (a) why the Settlement Agreement should not be approved as fair, reasonable, and adequate; (b) why an order should not be entered dismissing with prejudice and releasing all claims of the Settlement Class Representatives and all Settlement Class Members against the Defendants and Released Persons; or (c) why the Court should not grant an allowance of reasonable costs and expenses to Class Counsel (to be payable from the Settlement Fund) for their services.
17. The Court hereby establishes the following procedures for lodging and disposition of objections:
 - a. Each Settlement Class Member wishing to object to the Settlement Agreement shall submit a timely written notice of their objection

postmarked by _____, 2017 [250 days after the date the Preliminary Approval Order becomes effective].

- b. **TO OBJECT, A CLASS MEMBER CANNOT OPT-OUT.**
- c. Each objection shall set forth all reasons or bases for the Settlement Class Member's objection, along with whatever argument, evidence and legal authority, if any, the objector asserts supports the objection. The objection must be signed by the Settlement Class Member, or the objector's duly authorized representative (including attorney), and provide information identifying the objector as a Settlement Class Member, the objector's address, whether the objector intends on appearing at the Fairness Hearing. FAILURE TO PRESENT OR UNTIMELY PRESENTATION OF ANY GROUND(S) FOR AN OBJECTION IN THIS WRITTEN FORM SHALL BE SUFFICIENT GROUNDS FOR DENIAL OF THE OBJECTION.
- d. Any objections must be filed with the Clerk of where the Action is filed. Additionally, one copy of the written objection shall be served upon the Settlement Administrator, and each of the following counsel:
 - 1. Settlement Class Counsel: Christopher P. Janes, Esq. and Adrian R. Bridges, Esq. of Michles & Booth, 501 Brent Lane, Pensacola, Florida 32503, Eric D. Stevenson and J. Christopher Klotz of Stevenson Klotz, 212 W Intendencia Street, Suite A, Pensacola, Florida 32502 and Casey L. Lott of Langston & Lott, 100 S Main Street, Booneville, Mississippi 38829;

2. Defendants

A.E. New, Jr., Inc.
Steven Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547-6711
and

w. David Jester, Esq.
Galloway Johnson Tompkins Burr & Smith
118 East Garden Street
Pensacola, Florida 32502

Alliance Laundry Holdings LLC
Daniel J. Kissane, Esq.
Cole, Scott & Kissane, P.A.
4686 Sunbeam Road
Jacksonville, Florida 32257

City of Pensacola, Florida d/b/a Pensacola Energy
G. Bruce Parkerson, Esq.
James K. Ordeneaux, Esq.
Plauche Maselli Parkerson
One Shell Square
701 Poydras St., Suite 3800
New Orleans, Louisiana 70139

Caldwell Associates Architects, Inc.
Robert A. Emmanuel, Esq.
Emmanuel Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502

Coin Laundry Equipment Co., Inc.
Bruce D. Partington, Esq.
Jason W. Peterson, Esq.
Clark Partington Hart Larry Bond & Stackhouse, P.A.
One Pensacola Plaza, Suite 800
125 West Romana St.
Pensacola, Florida 32502

Escambia County, Florida
Alison Rogers, Esq.
County Attorney
Escambia County
315 South Palafox Suite A
Pensacola, Florida 32502

Charles V. Peppler, Esq.
Deputy County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Fl 32502

and

J. Lawson Hester, Esq.
Pettis, Barfield & Hester, P.A.
4450 Old Canton Road
Suite 210
Jackson, Mississippi 39211

Futch Design Associates, L.L.C.
A. Grady "Bo" Williams IV, Esq.
Breanne Stanley Zarzour, Esq.
Phelps Dunbar L.L.P.
101 Dauphin Street, Suite 1000
Mobile, Alabama 36602

Glaze Communications
Wayne Tosko, Esq.
Vasquez & Tosko LLP
315 East Robinson Street, Suite 650
Orlando, Florida 32801

H.M. Yonge & Associates, Inc.
Jorge L. Cruz, Esq.
Robert E. Blumberg, Esq.
Daniels, Rodriguez, Berkeley, Daniels, Cruz
4000 Ponce de Leon Boulevard, Suite 800
Coral Gables, Florida 33146

Klocke and Associates, Inc.
Thomas J. Guilday, Esq.
Guilday, Simpson, West, Hatch, Lowe & Roane, P.A.
1983 Centre Pointe Boulevard, Suite 200
Tallahassee, Florida 32308

Premier Engineering
Vincent A. "Van" Noletto, Esq.
Carr Allison
6251 Monroe Street
Suite 200
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

18. Settlement Class Members who object in the manner provided herein remain Settlement Class Members and will be bound by the Agreement and Final Approval Order if finally approved following the Fairness Hearing. Any person who fails to object in the manner provided herein shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this lawsuit or in any other action or proceeding.
19. Class Counsel waives their right to a separate award of Attorneys' Fees payable from the Settlement Amount. Class Counsel shall remain entitled to an award of expenses from the Settlement Amount and to such fees as they have agreed upon with their individual clients to be paid from each client's individual distribution from the Settlement Amount.
20. The Court appoints 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 Agreement and Escrow Agreements executed in connection with the Agreement. All fees and

expenses of the Settlement Administrator shall be paid exclusively from the Settlement Fund pursuant to the terms of the Settlement Agreement. In no event, regardless of whether the proposed Settlement Agreement is terminated or is otherwise not finally approved under Rule 1.220, shall Defendants be responsible for any fees, costs or expenses of the Settlement Administrator except as set forth below. The Court hereby approves the advancement by Defendants and Insurers of the sum of \$35,000 payable as a reduction from the Settlement Fund to the Settlement Administrator, payable within fourteen (14) days from the rendition of this Order. The Court hereby approves the Settlement Administrator budget of \$270,000 in Exhibit J in the Agreement, and also approves the Settlement Administrator's conducting option lien resolution services for Claimants at the rate of \$250 per Claimant for private liens and an additional charge of \$250 per Claimant to process a DHR or restitution liens.

21. The Court also approves the Settlement Administrator's appointment of Robert Heath, Esq. as the Settlement Administrator's agent to help pro se Claimants complete their Claim Forms with this service to continue throughout the life of the Settlement. The Court approves Robert Heath's budget of \$100,000, as set forth in Exhibit J to the Settlement Agreement. The Court notes that Mr. Gentle and Mr. Heath have received progress payments from some of the Plaintiffs' Counsel of \$35,000 and \$15,000 respectively, with the Settlement Administrator to receive an additional \$35,000 from the Defendants and Insurers payable within fourteen (14) days from the rendition of this Order, with these amounts to

be repaid or credited as set forth in the Settlement Agreement upon funding of the Qualified Settlement Fund herein, should the Settlement go forward.

22. The Court has considered the due process rights of absent Settlement Class Members and finds that such rights are adequately protected herein.
23. The Action is stayed pending the final determination of whether the Agreement should be approved, except those proceedings necessary to carry out or enforce the terms of the Agreement.
24. The Settlement Administrator is granted authority to obtain subpoenas from the Clerk of Court to receive medical records of Ashley Conrad, Christiane Crosby, Aaron Freeman, Shannon Hankinson, Eve Harris, Joseph Lane, Roger Lastinger, Stacey Taylor, Amanda Tajerina and Vadra Witherspoon related to the Explosion.

DONE AND ORDERED THIS ____ DAY OF _____, 2017

JUDGE

EXHIBIT B:

**Form of Mailing Notice with Claim Form
And Form Publication Notice**

**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 C**

**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 any time when the April 30, 2014, fire and explosion
occurred, and subsequent evacuation therefrom and emergency responses thereto occurred,
and the spouses of such persons at the time of the Fire.**

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 Thomas Dannheisser (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 a fire and explosion (the "Fire") at the Escambia County Central Booking and Detention Center ("CBD") on April 30, 2014. 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 [INSERT DATE], in the Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County, at the M.C. Blanchard Judicial Building, 6th Floor, 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, 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.

YOU MUST FILE A CLAIM FORM WITHIN 90 DAYS OF THE DATE OF THE PRELIMINARY APPROVAL ORDER, OR NO LATER THAN [INSERT DATE].	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.
YOU MAY OBJECT TO THE SETTLEMENT NO MORE THAN 250 DAYS AFTER THE DATE OF THE PRELIMINARY APPROVAL ORDER, OR NO LATER THAN [INSERT DATE].	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel identified on Pages 7 and 8 of this Notice about why you object to the Settlement.
YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON [INSERT DATE].	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 and file a Notice of Intention to Appear.

- 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:

Casey L. Lott, Esq.
Langston & Lott, PLLC
100 S Main Street
Booneville, Mississippi 38829
Telephone: (662) 728-9733

Eric D. Stevenson, Esq.
Stevenson Klotz
212 W. Intendencia Street, Suite A
Pensacola, Florida 32502
Telephone: (850) 444-0000

Christopher P. Janes, Esq.
Michles & Booth
501 Brent Lane
Pensacola, Florida 32503
Telephone: (850) 438-4848

J. Christopher Klotz, Esq.
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Pensacola, Florida 32502
Telephone: (850) 444-0000

Adrian R. Bridges, Esq.
Michles & Booth
501 Brent Lane
Pensacola, Florida 32503
Telephone: (850) 438-4848

Settlement Administrator has established a toll-free phone number to receive your comments and questions: 855-711-2079. You may also send email toegentle@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 Fire 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 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, LLC, The City Of Pensacola D/B/A Pensacola Energy, Coin Laundry Equipment Co., Inc., Futch Design Associates, Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering, 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, Plaintiffs 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 [INSERT DATE].

BASIC INFORMATION

You or someone in your family were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola Florida during any time when the April 30, 2014, fire and explosion occurred, and subsequent evacuation therefrom and emergency responses thereto occurred, or are the spouses of such persons at the time of the Fire.

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.

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 Fire

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 _____. 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.

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.

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.

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

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 Fire.

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, or by contacting Class Counsel listed on Page 2 above.

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.

You must file a claim registration form and all required documentation. A claim registration 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 date of the Preliminary Approval Order (_____).

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. The Settlement Payment, however, will be invested in a secure, interest-bearing account, and the interest income will be included in any amount allocated to Settlement Class members.

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

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 [INSERT DATE]. 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.

THE LAWYERS REPRESENTING YOU

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

Class Counsel are waiving Class Counsel fees.

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 _____.*

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:

Casey L. Lott, Esq.
Langston & Lott, PLLC
100 S Main Street
Booneville, Mississippi 38829
Telephone: (662) 728-9733

Christopher P. Janes, Esq.
Michles & Booth
501 Brent Lane
Pensacola, Florida 32503
Telephone: (850) 438-4848

Adrian R. Bridges, Esq.
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Eric D. Stevenson, Esq.
Stevenson Klotz
212 W. Intendencia Street, Suite A.
Pensacola, Florida 32502
Telephone: (850) 444-0000

J. Christopher Klotz, Esq.
Stevenson Klotz
212 W. Intendencia Street, Suite A
Pensacola, Florida 32502
Telephone: (850) 444-0000

To Defense Counsel:

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 [INSERT DATE]. 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 [INSERT DATE].

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.

[REDACTED]

The Fairness Hearing in this case will be held at [INSERT TIME] on [INSERT DATE], in the Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County, M.C. Blanchard Judicial Building, 6th Floor, 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 attorneys' fees, for a Case Contribution Award to the Named Plaintiffs, 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.

[REDACTED]

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.

[REDACTED]

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 [INSERT DATE], 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

[REDACTED]

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.

[REDACTED]

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, by calling the toll-free number 855-711-2079, or by sending an email to egentle@gtandslaw.com. You are encouraged to read the complete Settlement Agreement.

DATED: [INSERT DATE]

_____, 2017

CLAIM FORM

**THE PENSACOLA JAIL EXPLOSION SETTLEMENT
ATTN: ED GENTLE, SETTLEMENT ADMINISTRATOR
SUITE 100
501 RIVERCHASE PARKWAY EAST
BIRMINGHAM, ALABAMA 35244
1-205-716-3000
Pensacolasettlement@gtandslaw.com**

**COMPLETE ONE CLAIM FORM PER PERSON
YOU MUST MAIL OR OTHERWISE SUBMIT YOUR COMPLETED
CLAIM FORM (WITH ALL SUPPORTING DOCUMENTS)
BY _____, 2017 TO HAVE YOUR CLAIM REVIEWED.**

INTRODUCTION.

On April 29-30, 2014, there was a flood, explosion, fire and evacuation at the Escambia County Central Booking and Detention Facility (the "CBDF") in Pensacola, Florida (the "Pensacola Jail Explosion" or the "Explosion"). Records show that approximately 668 people, constituting the Settlement Class, were present at the scene of the Explosion. Note: The phrase, Explosion, covers this entire event, including flooding, fire, explosion and evacuation, and not just the explosion, itself.

By December 15, 2015, 448 Claimants had hired Law Firms to represent them in connection with the Explosion and are called Represented Claimants, and the other 220 Claimants are called Pro Se Claimants. According to our records, [you are represented by _____.] [you are a Pro Se Claimant.] Represented Claimants are encouraged to discuss this proposed Settlement with the Law Firm representing them and Pro Se Claimants are encouraged to discuss this proposed Settlement with Robert Heath, Esq., a local Pensacola attorney engaged by the proposed Settlement with the authority of the Court to help you prepare and submit your claim. The contact information for your Law Firm, if you are represented, or the Lawyer advising Pro Se Claimants, if you are not, is provided at the end of this form.

You are being provided this Claim Form to apply for monetary benefits under a proposed Settlement with A.E. New, Jr., Inc., BITCO (as defined herein), Alliance Laundry Holdings, LLC, Sentry Insurance Co., The City of Pensacola d/b/a Pensacola Energy, Caldwell Associates Architects, Inc., Atlantic Specialty Insurance Co., Coin Laundry Equipment Co., Inc., Certain Underwriters at Lloyd's, London, Escambia County, Florida, Columbia Casualty Co., Great American Excess & Surplus Co., Futch Design Associates, LLC, AXIS Surplus Insurance Co., Glaze Communications, H.M. Yonge & Associates, Inc., Liberty International Underwriters, Klocke and Associates, Inc., XL Specialty Insurance Co., Premier Engineering, AXIS Insurance Co., Rebol-Battle & Associates, Landmark American Insurance Company, SEMCO Inc., and Southern-Owners, Insurance Co., and Associated Electric and Gas Services, Ltd. (collectively the "Defendants").

WHY YOUR CASE NEEDS TO SETTLE.

In preparing this case and in negotiating this potential Settlement, the Law Firms conducted substantial research and some Represented Claimants have filed lawsuits. The Defendants are also represented by able counsel, and will vigorously fight these and all additional lawsuits about the Explosion, if this case does not settle. In reaching a potential Settlement, the Defendants have agreed to pay insurance coverage, totaling approximately \$17,500,000*, **but only if** all approximately 668 Claimants agree to the Settlement. This amount includes ALL the insurance coverage of two of the Defendants, and a large percent of the coverage for ALL Defendants. We believe that the Settlement offer described below is fair and we recommend that you accept it. Of this amount, \$2,222,500 (12.7%) is designated to be paid to the approximately 610 Inmates only, in connection with their civil rights claims, and the additional \$15,277,500 (87.3%) is available to pay all Claims, including those of First Responders, Employees and Inmates. These two separate amounts are referred to hereinafter as the "Inmate Account" and the "All Claimants Account", respectively. See Attachment 1, explaining the compromise that led to the creation of these two accounts.

THE SETTLEMENT OFFER, LEGAL FEES AND EXPENSES AND PROPOSED PERSONAL INJURY PAYMENT GRID.

Under the terms of the Settlement Agreement posted on our website, the Defendants have agreed to pay approximately \$17,500,000* to resolve the Claims of all approximately 668 Claimants, including Your Case. Of this amount, \$2,222,500 (12.7%) is designated to be paid to the approximately 610 Inmates only, in connection with their civil rights claims, and the additional \$15,277,500 (87.3%) is available to pay all Claims, including those of First Responders, Employees and Inmates. These two separate amounts are referred to hereinafter as the "Inmate Account" and the "All Claimants Account", respectively. First Responders and Employees will therefore be paid entirely from the All Claimants Account. Inmates will be paid from the All Claimants Account and the Inmate Account. The legal fees and expenses and the estimated total amount to be paid for personal injury claims of the approximately 668 Claimants, including you, but excluding the Gravely Injured Claimants (whose legal fees and expenses are paid from their recoveries described below), are summarized in Attachment 1. Represented and Pro Se Claimants will be scored under the same grid. Attachment 1 provides for payment to the Law Firms of their fees and expenses due under written contracts with the Represented Claimants and for the payment of the fees and expenses of the attorney hired by the proposed Settlement to provide legal advice to the Pro Se Claimants. Any moneys remaining after the payment of these fees and expenses will be paid ratably to all Claimants, other than the three Gravely Injured Claimants described below.

*This insurance coverage includes defense costs. If this case doesn't settle, the amount available to pay claims will drop. \$17,500,000 is the MAXIMUM amount of the Settlement, as some of the insurance policies are eroding due to the payment of legal fees. The actual amount is \$_____, and was announced by the Defendants at the Preliminary Approval Hearing.

To apply for a money recovery in connection with the Explosion under the proposed Settlement, described below, and to have your Claim scored, YOU MUST COMPLETE THIS CLAIM FORM and its Attachments.

SECTION A – CLAIMANT INFORMATION

Claimant Name (Last, First, Middle)

Street Address

City

State

Zip Code

I was at the scene of the (the “CBDF”) when the Explosion occurred.

I was (check the one that applies):

- ☐ An Inmate
☐ An Employee
☐ A First Responder

Telephone Number

E-mail Address

Social Security Number/Federal Tax Identification Number

____/____/____
Date of Birth (Month, Day, Year)

Gender (Male or Female)

In addition to completing this Claim Form, please complete:

(i) the W-9 in Attachment 4;

(ii) the attached two lien forms in Attachments 5 and 6; and

(iii) the attached Declaration of Assent, Release and Indemnity in Attachment 7.

THE SETTLEMENT ADMINISTRATOR WILL HOLD THESE MATERIALS IN ESCROW PENDING YOUR DECISION ON WHETHER TO ACCEPT THE SETTLEMENT BASED UPON YOUR CLAIM FORM SCORE AND THE AMOUNT YOU ARE CONSEQUENTLY OFFERED IN THE PROPOSED CLAIMANT SCORING AGREEMENT PROVIDED TO YOU BY THE SETTLEMENT ADMINISTRATOR.

SECTION B – DECLARATION OF MEDICARE/MEDICAID STATUS

1. Are you a Medicare Recipient? Yes No

If yes, please attach a copy of your Medicare ID Card, and indicate the amount(s) you received from Medicare in connection with injuries you claim resulted from the Explosion.

2. Are you a Medicaid Recipient? Yes No

If yes, please attach a copy of your Medicaid ID Card, and list all states from which you have received Medicaid benefits since January 1, 2014 on the line below.

3. Are you currently a Medicare or Medicaid Recipient, but were not a Medicare/Medicaid (circle one or both) recipient at the time of the Explosion (April 29-30, 2014)?

Yes No

SECTION C – THE SETTLEMENT MATRIX

(1) Claimant Categories.

There are 2 types of Claimants: (A) 3 Gravely Injured Claimants; and (B) approximately 665 Additional Claimants, together with anyone who was married to such a Claimant at the time of the Explosion; in the case of a deceased Claimant, the wrongful death beneficiaries or heirs of such a Claimant; or anyone who is related to the Claimant and has a Claim through the Claimant due to such relationship. Of the additional Claimants at the Explosion, 608 were Inmates, approximately 37 were Jail Employees and approximately 20 were First Responders. All the Additional Claimants have the same proposed matrix categories, described below. Spouses, wrongful death beneficiaries or heirs, or other relatives with a Claim through the Claimants (the “other Claimants”) at the

scene of the Explosion are required to sign the Claim Form with such Claimants, although other Claimants will not receive a payment.

a. **Possible \$250 Advance Payment.**

After final approval of the Settlement, and the funding of the Settlement by the Defendants, each Claimant (but not an other Claimant) may receive a \$250 advance payment upon completing his or her Claim Form and all related documentation. The Advance Payment shall be remitted by the Settlement Administrator to all such Class Members who have successfully completed a Claim Form and taken all other steps to qualify for this Settlement immediately upon the Settlement Amount, as defined in Section 1.3 of the Settlement Agreement, which is found on our website, being paid to the Section 468B Qualified Settlement Fund as contemplated herein, provided, however, that the Settlement Administrator has first obtained and provided to the Parties to this Settlement reasonably acceptable written confirmation from the Florida Department of Revenue as to child support obligations, Florida Agency for Health Care Administration or its designee with respect to Medicaid obligations, and the Florida League of Cities with respect to its claims, Clerk of the Escambia County Circuit Court as to restitution that they do not object to the Advance Payment and waive any claims from a Settlement Class Member receiving such Advance Payment or Defendants and Insurers. The Settlement Administrator shall not make any payment from the Settlement Amount to any Settlement Class Member until all Liens upon said Settlement Class Member's recovery have been resolved and the Settlement Administrator has provided Defendants and Insurers with releases or other reasonable proof of the satisfaction of the Liens reasonably satisfactory to Defendants and Insurers ("the Claimant Lien Vetting Package"). Each Defendant and Insurer shall have ten (10) days from its

receipt of such written release or satisfaction of Lien materials to advise the Settlement Administrator of any objections to the sufficiency of the release or Lien Satisfaction materials. Any dispute over the sufficiency of a Lien satisfaction and/or release shall be submitted to the Court for resolution. The Lienholder shall be made a party to such a proceeding in the event it will not participate voluntarily. The Settlement Administrator, in collaboration with the Parties shall use due diligence to determine all reasonably accessible Lienholders with respect to each Claimant. Also, only Claimants who are, prior to an Advance Payment being made, confirmed by Medicare in writing to be Medicare ineligible may receive the Advance Payment. For Claimants with a Lien established by court order, reasonably acceptable consent shall be consent by authorized counsel for the agency having authority to enforce the Lien. The Settlement Administrator shall obtain the information necessary to determine who is Medicare eligible prior to making an Advance Payment. To treat all Class Members fairly, those Class Members not eligible to receive a \$250 Advance Payment under the foregoing conditions will have the \$250 amount added to their recovery under the Settlement, to be paid in accordance with Paragraph 9.2 and other provisions of the Settlement Agreement, which is found on our website.

(2) **Claimant Category Workshops.**

a. **Workshop Exempt Claimants.**

This portion of the proposed matrix does not apply to the Gravely Injured Claimants, described in Paragraph (3) below, who have already been identified and scored and their payment amount has been determined. It also does not apply to First Responders deciding to file their claim for the First Responder Category in Paragraph

(4) below, as this request will automatically be granted for any First Responder in this category upon the Claimant's completion of the Claim Form, with the First Responder payment amount already being determined. It also does not apply to Inmates or Employees filing a claim under Category One in Paragraph (4) below, as such claims will automatically be granted upon the Claimant's completion of the Claim Form, with the payment amount for Category One Claims under the Matrix already being determined. For a Claimant who is a Gravely Injured Claimant, a First Responder (filing in the First Responder Category), an Inmate (filing in Category One) or an Employee (filing in Category One) described in this paragraph, no workshop is required. Note that, if you are a Claimant who was at the scene of the Explosion and you have one or more Other Claimants, they must also sign the Claim Form.

b. Workshop Claimants.

All Claimants not described in Paragraph (2)a. above, are invited to have their Claim graded in a workshop to determine its appropriate category, prior to their deciding whether to consent to the potential Settlement. Approximately 452 Claimants already went through this workshop process, and do not have to repeat it, but with the same workshop process to be used for all Claimants. First Responders filing a Claim under Categories One through Seven, and Employees and Inmates filing a Claim under Categories Two through Seven will have their Claim reviewed by the Settlement Administrator, subject to a confidentiality agreement to protect your individual and private medical and other Claim information.

Claimants whose Claim is being reviewed in the workshop and their counsel are invited to attend the workshop at which the Claim will be reviewed, and the lawyers representing the other Claimants in the case will also be invited.

The purpose of the workshop is to carefully review each Claim so as to determine the Claim's appropriate category, in order to be as fair as possible and as consistent as possible for all Claims. The descriptions and estimated payments for each category of Claimant are described below:

SOME CLAIMANTS LOST PERSONAL EFFECTS OR OTHER PROPERTY AS A RESULT OF THE EXPLOSION, AND THE BELOW AWARDS COVER THIS LOSS ALSO.

(3) Gravely Injured Claimants.

These 3 Claimants were at the Explosion and had catastrophic injury resulting from the Explosion, with two being killed and one becoming a paraplegic for life. Their injuries are described in Attachment 3. One deceased Claimant had 5 survivors and one deceased Claimant had 1 survivor. If you are a Gravely Injured Claimant, the box next to your name is checked.

The proposed awards to the three Gravely Injured Claimants are:

- | | |
|--|--|
| <input type="checkbox"/> (A) Paraplegic Employee Claimant | \$4,625,000 (Paid from the All Claimants Account described below) |
| <input type="checkbox"/> (B) Deceased Inmate Claimant with 5 Survivors | \$2,137,500(87.3% or \$1,866,038 paid from the All Claimants Account described below and 12.7% or \$271,462 paid |

☐ (C) Deceased Inmate Claimant with 1 Survivor

 from the Inmate Account described below)**
 \$1,737,500(87.3% or \$1,516,838 paid from the All Claimants Account described below and 12.7% or \$220,662 paid from the Inmate Account described below)***

TOTAL: \$8,500,000

These total amounts for the Gravely Injured Claimants will be reduced by their \$250 each advance payments and their ratable share of Claims Administrator fees (\$129,589). The remaining payments to the Gravely Injured Claimants are \$4,554,239, \$2,104,662 and \$1,710,760, respectively, before payment of their legal fees and expenses which will be deducted from these amounts, or a total of \$8,369,661. Two of these Claimants were Inmates, and one is an Employee.

After the above payments to the Gravely Injured Claimants, the balance of the two accounts is as follows: \$7,269,624 in the All Claimants Account*** and \$1,730,376 in the Inmate Account****, or a total of \$9,000,000.

** 87.3% from the All Claimants Account and 12.7% from the Inmate Account.

*** This balance in the All Claimants Account is calculated as follows: \$15,277,500 (for all Settlement Claims) minus \$4,625,000 (to pay Gravely Injured Claimant (A)) minus \$1,866,038 (to pay Gravely Injured Claimant (B)) minus \$1,516,838 (to pay Gravely Injured Claimant (C)) = \$7,269,624.

**** This balance in the Inmate Account is calculated as follows: \$2,222,500 (Settlement for Inmate Civil Rights Claims) minus \$271,462 (to pay Gravely Injured Claimant (B)) minus \$220,662 (to pay Gravely Injured Claimant (C)) = \$1,730,376.

Exhibit F describes the grave injuries of each of these 3 Claimants. If this case does not settle, the value of their claims may exceed \$17,500,000, and a judgment in favor of one or

more of the Gravely Injured Claimants may leave no moneys for the other Claimants.

This is another reason this case needs to settle.

☐ (4) **Additional Claimants.**

If you are an Additional Claimant, the box to the upper left is checked.

There are an estimated 665 Additional Claimants, who were at the Explosion, including an estimated 608 Inmates, an estimated 37 Jail Employees and an estimated 20 First Responders, who are scored under the same Proposed Matrix. In the Claim Form, if we show that a Claimant is an Additional Claimant, the Additional Claimant box will be checked above.

Each Additional Claimant is in one of the following 8 categories, and may, also, qualify for the Extraordinary Damages Category, described below. In the Claim Form, the Claimant is asked to **CHECK BELOW THE ONE BOX THAT BEST APPLIES TO THE HIGHEST CATEGORY** (from one to seven) **THAT APPLIES TO YOU** (no more than one box), and only also check the Extraordinary Damages Category if it applies to you.

NOTE: THE FINAL DETERMINATION OF THE CLAIMANT'S CATEGORY WILL BE MADE BY THE SETTLEMENT ADMINISTRATOR, BASED ON THE PROOF PROVIDED.

The Claimant shall provide all written **PROOF** of his or her injury (required for First Responders for Categories One through Seven and for Inmates and Employees for Categories Two through Seven), which can include medical records, medical bills, mental therapy records, and/or a written description of your injury, by you, or a witness or a medical provider. First Responder Category or Category One Claimants (who are not First Responders) are not required to provide written proof unless they also make a claim for Extraordinary Damages, described below. Below, we ask for specific additional information for some of the Categories.

PROOF MUST EXIST BY THE DATE OF THE SETTLEMENT PRELIMINARY APPROVAL ORDER. CLAIMANT SICKNESS WILL BE GRADED AS OF THE DATE OF THE SETTLEMENT PRELIMINARY APPROVAL ORDER. THERE WILL BE NO COMPENSATION TO TAKE INTO ACCOUNT A CLAIMANT POSSIBLY OR ACTUALLY GETTING SICKER LATER.

☐ **First Responder Category - At Scene of Explosion and Not Injured.**

You were a First Responder. You were at the scene of the Explosion and experienced none of the physical or mental injuries described below for the additional categories. NO WRITTEN PROOF IS REQUIRED FOR THIS CATEGORY.

☐ **Category One - Minor Physical Injury.**

You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. As a result of the Explosion, you suffered no bodily injury other than minor cuts or bruises, and had no follow-up medical care after 1 week from the date of the Explosion. You had no broken bones. You received no treatment for any mental injury resulting from the Explosion after 1 month from the date of the Explosion. NO WRITTEN PROOF FOR INMATES OR EMPLOYEES IS REQUIRED FOR THIS CATEGORY.

HOWEVER, A FIRST RESPONDER MUST PROVIDE PROOF OF MINOR PHYSICAL INJURY. NOTE: IF YOU ARE IN THIS CATEGORY BUT WERE TAKEN TO THE EMERGENCY ROOM AS A RESULT OF THE EXPLOSION, YOU MUST PROVIDE PROOF AND CAN APPLY FOR AN EMERGENCY ROOM ENHANCEMENT OF \$1,000 UNDER THE EXTRAORDINARY DAMAGES FUND DESCRIBED BELOW. We estimate that there are between 10 and 20 such Claimants.

- ☐ **Category Two - No Longer Treated for Physical Injury After 1 Month or Mental Injury After 3 Months. Provide All Your Medical Records and Medical Bills To Help Prove Your Claim.**

You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. You may qualify for this Category if Paragraphs (i) or (ii), or both apply.

- (i) **Physical Injury:** As a result of the Explosion, you had lacerations, bruises or required breathing treatment, and received emergency room or emergency care. You received medical treatment for more than 1 week but not after 1 month from the date of the Explosion. You had no broken bones.
- (ii) **Mental Injury:** As a result of the Explosion, you had panic reactions, mental confusion, depression, disassociation, severe insomnia, suspiciousness, and/or being unable to manage basic self care, work and relationship activities, or other major psychological conditions. You received appropriate treatment justified by your symptoms, or can document that you requested such treatment within 6 months after the Explosion, or were advised in writing by a psychologist, mental health therapist, psychiatrist or other professional to obtain treatment within 6 months after the

Explosion, which may have included removal from the scene of the trauma, use of medication for immediate relief of grief, anxiety and insomnia, and brief support of psychotherapy provided in the context of crisis intervention, or other appropriate treatment justified by your symptoms. You received treatment for any mental injury resulting from the Explosion more than 1 month but not after 3 months from the date you first received treatment. Please provide all applicable medical, psychologist, mental therapist or psychiatric or other professional documentation or bills. **(Mental Condition No Longer Treated).**

Please provide proof of Paragraphs (i) or (ii), or both.

- ☐ **Category Three - Physical Injury Without Surgery And/Or Mental Treatment for Less Than 6 Months. Provide All Your Medical Records and Medical Bills To Help Prove Your Claim.**

You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. You may qualify for this Category if Paragraphs (i) or (ii), or both apply.

- (i) **Physical Injury:** As a result of the Explosion, you had no surgeries but you received or requested treatment for your injuries from a health care professional, which may have been a chiropractor, appropriate for your injuries, which may have consisted of broken bones of the toes, fingers or one rib, but not of the larger or more important bones or bone groups. Please provide your medical bills, which may include chiropractic bills.
- (ii) **Mental Injury:** As a result of the Explosion, you have experienced symptoms of Post-Traumatic Stress Disorder ("PTSD"), or other major psychological conditions, including persistent re-experiencing of the traumatic event, depression, avoidance of stimuli associated with the trauma, emotional numbing, and/or symptoms of increased arousal. You have received group, psychodynamic, cognitive-behavioral, or pharmacological therapy or

combination approaches to your therapy, or other appropriate treatment justified by your symptoms, and can document that you requested such treatment within 6 months after the Explosion, or were advised in writing by a psychologist, mental health therapist, psychiatrist or other professional to obtain such treatment within 6 months after the Explosion. You received treatment for any mental injury resulting from the Explosion for more than 3 months but less than 6 months after you first received treatment. Please provide all applicable medical, psychologist, mental therapist or psychiatric or other professional documentation or bills. **(Mental Condition No Longer Treated)**

Please provide proof of Paragraphs (i) or (ii), or both.

- ☐ **Category Four - Continued Complex Treatment for Physical Injury and/or for Mental Injury for Less Than 12 Months. Provide All Your Medical Records and Medical Bills To Help Prove Your Claim.**

You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. You may qualify for this Category if Paragraphs (i) or (ii), or both apply.

- (i) Physical Injury: As a result of the Explosion, you had major broken bones such as a hand, ankle, arm, leg, or two or more ribs. You had no surgery or minor surgery and had pain management or orthopedic consultation, or have a doctor's written opinion that such pain management or orthopedic consultation is required. The referral to or treatment with pain management or orthopedic must be supported by reasonably consistent care and treatment appropriate for the conditions so treated caused by the Explosion demonstrated by appropriate medical records. Please describe the type of pain management you had.

- (ii) **Mental Injury:** As a result of the Explosion, you have PTSD or other major psychological condition. These conditions are usually associated with at least one other major psychiatric disorder such as depression, alcohol or substance abuse, panic disorder and other anxiety disorders. You received appropriate treatment justified by your symptoms, and can document that you requested such treatment within 6 months after the Explosion, or were advised in writing by a psychologist, mental health therapist, psychiatrist or other professional to obtain such treatment within 6 months after the Explosion. You received treatment for mental injury from the Explosion for more than 6 months but for less than 12 months from the date you first received treatment. Please provide all applicable medical, psychologist, mental therapist or psychiatric or other professional documentation or bills. **(Mental Condition No Longer Treated)**

Please provide proof of Paragraphs (i) or (ii), or both.

- ☐ **Category Five - Non-Severe Surgery and/or Post-Concussive Syndrome and/or Mental Injury Treatment for Less Than 2 Years. Provide All Your Medical Records and Medical Bills To Help Prove Your Claim.**

You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. You may qualify for this Category if Paragraphs (i) or (ii), or both apply.

- (i) **Physical Injury:** As a result of the Explosion, you had surgery of the knee, shoulder or any part of the body other than the spine, or you have a doctor's written opinion that such surgery is required, or you had brain or other head injury. The referral for surgery must be supported by reasonably consistent

care and treatment appropriate for the conditions so treated caused by the Explosion demonstrated by appropriate medical records. As a result of the severe brain or head injury, you had Post Concussive Syndrome, defined as a minor traumatic brain injury with at least three or more of the following symptoms: fatigue, sleep disturbance, headaches, dizziness, irritability, affective disturbance, apathy or personality change lasting for months after the concussion. Please provide your medical bills, and describe the type of surgery.

- (ii) Mental Injury: As a result of the Explosion, you have PTSD or other major psychological condition. These conditions are usually associated with at least one other major psychiatric disorder such as depression, alcohol or substance abuse, panic disorder and other anxiety disorders. You have received group, psychodynamic, cognitive-behavioral, or pharmacological therapy or combination approaches to your therapy, or other appropriate treatment justified by your symptoms, and can document that you requested such treatment within 6 months after the Explosion, or were advised in writing by a psychologist, mental health therapist, psychiatrist or other professional to obtain such treatment within 6 months after the Explosion. You received treatment for mental injury from the Explosion for more than 12 months but for less than 2 years from the date you first received treatment. Please provide all applicable medical, neurological, psychologist, mental therapist or

psychiatric or other professional documentation or bills. (Mental Condition
No Longer Treated)

Please provide proof of Paragraphs (i) or (ii), or both.

- ☐ **Category Six - Spinal Surgery or Other Severe Surgery and/or Prolonged Neuropsychological Impairments After Surgery and/or PTSD or Other Major Psychological Condition That is Still Being Treated. Provide All Your Medical Records and Medical Bills To Help Prove Your Claim.**

You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. You may qualify for this Category if Paragraphs (i) or (ii), or both apply.

- (i) **Physical Injury:** You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. As a result of the Explosion, you had spinal surgery or other severe surgery, or a written doctor's opinion that such surgery is required, or you had severe brain or other head injury resulting in prolonged neuropsychological impairments affecting your cognitive function, motor function and sensation and emotion, but you are not unable to work, and do not have material loss of bodily function. The need for surgery must be supported by reasonably consistent care and treatment appropriate for the conditions so treated caused by the Explosion demonstrated by appropriate medical records. For surgery, please provide your medical bills, describe the surgery and indicate what vertebra(e) were involved, and indicate if future surgeries are required.
- (ii) **Mental Injury:** As a result of the Explosion, you have PTSD or other major psychological condition usually associated with at least one other major

psychiatric disorder such as depression, alcohol or substance abuse, panic disorder and other anxiety disorders. You have received and are receiving group, psychodynamic, cognitive-behavioral, or pharmacological therapy or combination approaches to your therapy, or other appropriate treatment justified by your symptoms, and can document that you requested such treatment within 6 months after the Explosion, or were advised in writing by a psychologist, mental health therapist, psychiatrist or other professional to obtain such treatment within 6 months after the Explosion. The PTSD or other major psychological condition is still being treated, but you are able to work and do not have significant loss of bodily function. Please provide evidence of any mental disorder resulting from the Explosion and any treatment thereof. Please provide all applicable medical, neurological, psychologist, mental therapist or psychiatric or other professional documentation or bills. (Medical condition is still being treated)

Please provide proof of Paragraphs (i) or (ii), or both.

- ☐ **Category Seven - So Severely Physically, Neurologically and/or Mentally Impacted by the Explosion That Claimant is Unable to Work or Have Material Loss of Bodily Function or Permanent Total Disability. Provide All Your Medical Records and Medical Bills To Help Prove Your Claim. If You Claim Permanent Total Disability, a Written Vocational Expert Opinion is Required.**

You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. You may qualify for this Category if Paragraphs (i) or (ii), or both apply.

- (i) **Physical Injury:** You were inside the CBDF at the time of the Explosion, as an Inmate, a Jail Employee or First Responder. As a result of your physical, brain or head injury resulting from the Explosion, you are permanently totally disabled or have other extraordinary permanent injury or disability resulting in prolonged physical or neuropsychological impairments affecting your cognitive function, motor function and sensation and emotion, and you are unable to work or have significant loss of bodily function. Please provide proof of your permanent total disability. Please provide proof of any Workers Comp lien.
- (ii) **Mental Injury:** As a result of the Explosion, you have PTSD or other major psychological condition. Such conditions are usually associated with at least one other major psychiatric disorder such as depression, alcohol or substance abuse, panic disorder and other anxiety disorders. You have received and are receiving group, psychodynamic, cognitive-behavioral, or pharmacological therapy or combination approaches to your therapy, or other appropriate treatment justified by your symptoms, and can document that you requested such treatment within 6 months after the Explosion, or were advised in writing by a psychologist, mental health therapist, psychiatrist or other professional to obtain such treatment within 6 months after the Explosion. As a result of the ongoing PTSD or other major psychological condition resulting from the Explosion, you are unable to work or have significant loss of bodily function. Please provide evidence of any mental disorder resulting from the Explosion and any treatment thereof. Please provide all applicable

medical, neurological, psychologist, mental therapist or psychiatric or other professional documentation or bills.

Please provide proof of Paragraphs (i) or (ii), or both.

☐ **EXTRAORDINARY DAMAGES OR CASE REPRESENTATION**

AWARDS FOR INMATES, EMPLOYEES OR FIRST RESPONDERS

Some Claimants (i) filed the Action (a "Representative Claimant") that helped the case settle, (ii) are in Category One but were taken to the Emergency Room as a result of the Explosion (the "Emergency Room Enhancement"); and/or (iii) may have unusual injuries that merit an additional recovery not reflected in the above Categories. A Representative or Emergency Room Enhancement Claimant may apply for additional extraordinary damages. A total of \$206,489, of which \$180,264.90 is in the All Claimants Account and \$26,224.10 is in the Inmate Account, is estimated to be available for these Extraordinary Damages.

These awards are for (i) the approximately 85 Claimants who filed the Action (the "Representative Claimants"); (ii) the approximately 10 to 20 Emergency Room Enhancement Claimants; and (iii) any Claimants with medical bills or other extraordinary damages not adequately compensated. Representative Claimants will each receive \$1,323, Emergency Room Enhancement Claimants will each receive \$1,000, and the other Extraordinary Damages Claimants will receive an amount that can be justified by their extraordinary damages, but limited to the amount in the Extraordinary Damages Account after payment to the Representative Claimants and Emergency Room Enhancement Claimants, and considering and all other such claims filed by Extraordinary Damages Claimants and after setting aside \$50,000 as a "Discovery Reserve". As part of this Class Action, discovery may be conducted, and \$50,000 is being set aside as a Discovery Reserve. If any of the Discovery

Reserve funds remain after payment of discovery costs and expenses, those remaining funds would be made available for Extraordinary Damages Claimants.

Representative Claimants shall each be paid \$1,323, with such Claimants who are Inmates being paid 87.3% from the All Claimants Account and 12.7% from the Inmate Account, and non-Inmate Representative Claimants being paid entirely from the All Claimants Account. Emergency Room Enhancement Claimants shall each be paid \$1,000, with such Claimants who are Inmates being paid 87.3% from the All Claimants Account and 12.7% from the Inmate Account, and non-Inmate Representative Claimants being paid entirely from the All Claimants Account.

Other Extraordinary Damages Claimants will be paid as follows: For likewise situated Extraordinary Damages Claimants, non-Inmates shall receive 87.3 cents for every dollar received by Inmates.

If you qualify for these Extraordinary Damages, please check the box above and provide written PROOF. Those qualifying for the Extraordinary Damages will be paid to the extent that monies are available. If the total amount of this Extraordinary Damages Payment is not distributed, it will be paid ratably to all Claimants, subject to the All Claimants Account/Inmate Account distributions split described in Footnote ****.

D. POSSIBLE ADDITIONAL CONDITIONS IF NOT ALL CLAIMANTS AGREE.

If not all Claimants agree to the Settlement, and if the termination thresholds in Section 8.2 of the Settlement Agreement are exceeded, the Defendants have the right to reject

***** Allocation of Inmate payments is done as follows: 12.7% comes from the Inmates Account and 87.3% comes from the All Claimants Account. Thus, if a Category Two through Seven Employee or First Responder is paid 87.3 cents for an injury, an Inmate is paid approximately a dollar for the same injury.

the Settlement. If some Claimants opt-out of the Settlement, the Settlement Administrator will use his best efforts to determine how the opt-out Claimants would score under the Matrix categories and the amount they would receive had they participated in the Settlement (and all related fees and expenses in Attachment 1), called the "Opt-Out Reserve." The Settlement Administrator will propose to the Defendants that they accept this amount as an adequate reserve to protect them from the opt-out Claimants' Claims respecting the Explosion. **However, the Defendants may also require that part of a Claimant's payment be held back or that the Claimant indemnify them or make other demands of the Claimants (the "Additional Defendant Demands").**

If Additional Defendant Demands are made, the Settlement Administrator will not go forward without the Settlement Administrator describing the Additional Defendant Demands to the Claimants, and getting your written permission to meet these demands.

E. ESTIMATED PAYMENT FOR EACH PROPOSED MATRIX CATEGORY.

The estimated value of the Gravely Injured Claimants is provided above for each Claimant. In making these estimates, we have assumed that all Claimants participate, to provide you what we believe to be the fairest estimate under the circumstances.

Some of the Law Firms have surveyed how 452 of the approximately 665 Additional Claimants apparently fall in the foregoing 8 Categories. Based upon this sample of 452 of the approximately 665 Additional Claimants, we have extrapolated how the scores for the approximately 665 Claimants may be allocated among the 8 Categories in the following table, so as to provide you with the estimated value of your case. Based upon these assumptions, **THE TABLE BELOW ESTIMATES THE AMOUNT OF YOUR PAYMENT, in addition to the \$250 Advance Payment, with the value of a Claimant's case**

for each Category being shown in Column B below (a Claimant could receive less or more depending on the final Claimant Categories for the approximately 665 Additional Claimants, and whether or not they all participate. This is our best estimate based upon the facts and circumstances now known.). The spreadsheets in Attachment 7 summarize our computations.

QUESTION: What if there is not enough money to pay all Claimants the estimated amounts under the following Grid?

ANSWER: The amounts paid to Claimants other than the Gravely Injured Claimants, the First Responder Category and Category One will be ratably reduced. That is, if these estimates are high (by projecting that there are fewer Claimants in the upper Categories than there are), you will receive less, using the following equation: Claimant A's recovery will be reduced by the shortfall (the amount that would be needed to pay the grid estimates below) times Claimant A's recovery under the grid divided by the grid recoveries of all Claimants (including Claimant A) other than the Gravely Injured Claimants. For example, if, after calculation of all the Claims, the amount available to pay all Claims is short by \$100,000, with the grand total of all Claims paid under the following Grid equaling \$5.6 Million, and Claimant A was due to receive \$3,000 under the Grid, then Claimant A's recovery will be reduced by $\$100,000 / \$5.6 \text{ Million} \times \$3,000$, or \$53.57. Therefore, Claimant A's Claim will be reduced from \$3,000 to \$2,946.43.

QUESTION: What if there is more than enough money to pay all Claimants the estimated amounts under the following Grid?

ANSWER: The amounts paid to Claimants other than the Gravely Injured Claimants and the First Responder Category will be ratably increased. If these estimates are low (by projecting that there are more Claimants in the upper Categories than there are), then the amount paid to Categories One through Seven (but not to the First Responder Category) will be ratably increased with this equation: Claimant A's additional payment equals Claimant A's recovery under the grid divided by the grid recoveries of all Claimants in all Categories (including Claimant A) other than the Gravely Injured Claimants and the First Responder Category times the amount of the surplus (the amount left over when the amounts computed below are paid). For example, if, after calculation of all the Claims, there is an additional \$100,000 left over, with the grand total of all Claims equaling \$5.5 Million, and Claimant A was due to receive \$3,000 under the Grid, then Claimant A's recovery will be increased by $\$3,000 / \$5.5 \text{ Million} \times \$100,000$, or \$54.54. Therefore, Claimant A's Claim will be increased from \$3,000 to \$3,054.54.

THESE ESTIMATED PAYMENTS ARE AFTER LEGAL FEES AND EXPENSES ARE PAID, AND ARE THEREFORE NOT REDUCED BY LEGAL FEES AND EXPENSES.

	A	B	C	D
	Estimated Number Of Claimants In Category	Estimated Amount You Will Receive	Estimated Total Payments For Entire Category From The All Claimants Account	Estimated Total Payments For Entire Category From the Inmates Account*****
First Responder Category:	20 First Responders	\$500(This amount is fixed)	\$10,000	\$0.00
Category One:	249 (240 Inmates and 9 Employees)	\$1,200 For Employees and \$1,530 for Inmates (There are no degree of physical or mental injury subcategories) (These amounts will not be decreased)	\$298,800	\$79,200
Category Two:	279 (266 Inmates and 13 Employees)	\$2,700 For Employees and First Responders and \$3,440 for Inmates (There are no degree of physical or mental injury subcategories)	\$753,300	\$196,840
Category Three:	46 (43 Inmates and 3 Employees)	\$5,400 For Employees or First Responders and \$6,870 for Inmates. (This is an average. This Category will be divided into 3 Subcategories: 1,2 and 3 based upon the severity of physical or mental injury. Category 1 will receive a score of 75, Category 2 will receive a score of 100, and Category 3 will receive a score of 125. We estimate that the lowest Subcategory will receive \$4,050 for Employees and First Responders, and \$5,152 for Inmates, the middle Subcategory will receive \$5,400 for Employees and First Responders, and \$6,870 for Inmates, and the upper Subcategory will receive \$6,750 for Employees and First Responders and \$8,588 for Inmates.)	\$248,400	\$63,210

****** Allocation of Inmate payments is done as follows: 12.7% comes from the Inmates Account and 85.6% comes from the All Claimants Account. Thus, if a Category Two through Seven Employee or First Responder is paid 87.3 cents for an injury, an Inmate is paid approximately a dollar for the same injury.

A	B	C	D
Estimated Number Of Claimants In Category	Estimated Amount You Will Receive	Estimated Total Payments For Entire Category From The All Claimants Account	Estimated Total Payments For Entire Category From the Inmates Account*****
Category Four: 20 (19 Inmates and 1 Employees)	\$12,000 For Employees or First Responders and and \$15,420 for Inmates. (This is an average. This Category will be divided into 3 Subcategories: 1,2 and 3 based upon the severity of physical or mental Injury. Category 1 will receive a score of 75, Category 2 will receive a score of 100, and Category 3 will receive a score of 125. We estimate that the lowest Subcategory Will receive \$9,000 for Employees and First Responders , and \$11,565 for Inmates, the middle Subcategory will receive \$12,000 for Employees and First Responders, and \$15,420 for Inmates, and the upper Subcategory will receive \$15,000 for Employees and First Responders and \$19,275 for Inmates.)	\$240,000	\$64,980
Category Five: 18 (16 Inmates and 2 Employees)	\$24,000 For Employees or First Responders and and \$30,870 for Inmates. (This is an average. This Category will be divided into 3 Subcategories: 1,2 and 3 based upon the severity of physical or mental Injury. Category 1 will receive a score of 75, Category 2 will receive a score of 100, and Category 3 will receive a score of 125. We estimate that the lowest Subcategory Will receive \$18,000 for Employees and First Responders , and \$23,152 for Inmates, the middle Subcategory will receive \$24,000 for Employees and First Responders, and \$30,870 for Inmates, and the upper Subcategory will receive \$30,000 for Employees and First Responders and \$38,588 for Inmates.)	\$432,000	\$109,920

***** Allocation of Inmate payments is done as follows: 12.7% comes from the Inmates' Account and 85.6% comes from the All Claimants Account. Thus, if a Category Two through Seven Employee or First Responder is paid 87.3 cents for an injury, an Inmate is paid approximately a dollar for the same injury.

A	B	C	D
Estimated Number Of Claimants In Category	Estimated Amount You Will Receive	Estimated Total Payments For Entire Category From The All Claimants Account	Estimated Total Payments For Entire Category From the Inmates Account*****
Category Six: 17 (16 Inmates and 1 Employees)	\$60,600 For Employees or First Responders and and \$69,600 for Inmates. (This is an average. This Category will be divided into 3 Subcategories: 1,2 and 3 based upon the severity of physical or mental Injury. Category 1 will receive a score of 75, Category 2 will receive a score of 100, and Category 3 will receive a score of 125. We estimate that the lowest Subcategory will receive \$45,450 for Employees and First Responders , and \$52,200 for Inmates, the middle Subcategory will receive \$60,600 for Employees and First Responders, and \$69,600 for Inmates, and the upper Subcategory will receive \$75,750 for Employees and First Responders and \$87,000 for Inmates.)	\$1,030,200	\$144,000
Category Seven: 16 (8 Inmates and 8 Employees)	\$100,000 For Employees or First Responders and and \$114,850 for Inmates. (This is an average. This Category will be divided into 3 Subcategories: 1,2 and 3 based upon the severity of Injury. Category 1 will receive a score of 75, Category 2 will receive a score of 100, and Category 3 will receive a score of 125. We estimate that the lowest Subcategory will receive \$75,000 for Employees and First Responders , and \$86,137 for Inmates, the middle Subcategory will receive \$100,000 for Employees and First Responders, and \$114,850 for Inmates, and the upper Subcategory will receive \$125,000 for Employees and First Responders and \$143,563 for Inmates.)	\$1,600,000	\$118,800

* ** Allocation of Inmate payments is done as follows: 12.7% comes from the Inmates Account and 85.6% comes from the All Claimants Account. Thus, if a Category Two through Seven Employee or First Responder is paid 87.3 cents for an injury, an Inmate is paid approximately a dollar for the same injury.

**SECTION D – SUMMARY OF MATRIX PAYMENT COMPUTATIONS
AND THE ESTIMATED DISTRIBUTION OF THE \$17.5 MILLION.*******

The Matrix distribution computations are summarized in Attachment 4. Attachment 5 provides the estimated distribution of the \$17.5 Million Settlement Amount, depicting, in addition to Claimant payments, gross settlement, legal fees and expenses account for Counsel for Individual Settlement Class Members other than the 3 Gravely Injured Claimants, and legal fees and expenses for independent Counsel advising the pro se Claimants.

**SECTION E – PLEASE COMPLETE THIS SECTION TO APPLY FOR
CONSIDERATION UNDER THE PROPOSED SETTLEMENT.**

The Defendants may require 100% Settlement participation by all 668 Claimants for the Settlement to become effective. If you reject this Settlement, the Defendants may refuse to settle any of the 668 cases. Any delay by you in returning the enclosed documents or refusal to participate in the Settlement affects you and all other Class Members.

If you choose to accept this Settlement offer, you should carefully review all of the enclosed documents, and then do ALL of the following within 30 days of the date of this letter:

1. Please complete Sections A, B and C above, and complete, sign and have witnessed this Form where indicated below and return it to us;
2. Please provide any DOCUMENTS and/or PROOF that is required for your payment category checked in Section C above;
3. Please Complete and sign the enclosed Benefits Questionnaire and Release forms in Attachments 5 and 6 and return them to us;
4. Please complete and sign the W-9 in Attachment 4; and
5. Please sign and return to us this completed Claim Form, the Benefit Questionnaire and Release forms in Attachments 5 and 6, and the W-9 in Attachment 4, and all supporting documents and/or proof to the Settlement Administrator.
6. Please complete and sign the Declaration of Assent, Release and Indemnity Agreement in Attachment 7. Put your name on the first line, and we will put the docket number on the Settlement line. Please sign and date at the bottom of page 6 and print your name on the top of page 7. Have your signature witnessed, with the

*****\$17.5 million is the MAXIMUM amount of the Settlement. Some of it represents eroding insurance policies, so that the total Settlement amount will be less than \$17.5 million. The exact Settlement amount was announced by the Defendants at the Preliminary Approval Hearing and equals \$_____.

witness signature, name and date to be at the top of page 7. If you were married at the time of the Explosion, your spouse needs to sign and be witnessed on page 7.

7. Note that ALL CLAIMANTS are required to have their spouse/domestic partner sign the Claim Form.

SECTION F - CLAIMANT SCORING AGREEMENT PROCESS

The Settlement Administrator will score the Claim Form, as soon as you complete it, and all of its Attachments, except for the Claimant Scoring Agreement, which will be provided to you later.

After the Settlement Administrator scores your Claim and all other Claims that are submitted, he will provide you with a proposed Claimant Scoring Agreement in the form of Attachment 9, providing you with your proposed score and the estimated payment that you are to receive, with supporting mathematical computations.

Upon receiving the proposed Claimant Scoring Agreement, you can agree to it by signing it, having it notarized, and returning it to the Settlement Administrator. Or, you can appeal the Settlement Administrator's determination of your score as follows.

If you wish to appeal the Settlement Administrator's determination of your score, within 35 days of receiving the proposed Claimant Scoring Agreement, you must submit a request to the Settlement Administrator for re-evaluation of the scoring as described in the Settlement Agreement on our website. The Settlement Administrator will complete the re-evaluation of first round scoring and will notify all Claimants of the results of the re-evaluation within 20 days following the 35-day deadline. If you still disagree with the re-evaluation, you may choose to opt-out or object. The deadline to opt-out or object is _____ (265 days after the date of the Preliminary Approval Order). The procedures of opting out or objecting are described in the Settlement Agreement and the Long-Notice Form, which are found on our website.

PLEASE SIGN THIS FORM BELOW AND HAVE YOUR SIGNATURE WITNESSED BELOW:

THE UNDERSIGNED HEREBY SWEARS UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE.

CLAIMANT'S NAME: _____
[PRINT NAME]

X _____ [SIGN HERE]
SIGNATURE OF CLAIMANT

WITNESS TO CLAIMANT SIGNATURE NAME: _____

X _____ [SIGN HERE]
SIGNATURE OF WITNESS

(Detach and complete if you have a new address)

CHANGE OF ADDRESS INFORMATION

(Please Print)

Name: _____

Old Address: _____

City and State: _____ Zip Code: _____

New Address (Street or P.O. Box): _____

City and State: _____ Zip Code: _____

Please mail to:

The Pensacola CBDF Explosion Settlement

Ed Gentle

Settlement Administrator

501 Riverchase Parkway East, Suite 100

Hoover, Alabama 35244

pensacolasettlement@gtandslaw.com

205-716-3000

855-711-2079

SCHEDULE OF ATTACHMENTS

- Attachment 1:** **The Legal Basis for the Inmate Account Compromise**
- Attachment 2:** **Estimated Distribution of the Proposed \$17,500,000 Gross Settlement Amount**
- Attachment 3:** **Description of the Grave Injuries of Each of the Three Gravely Injured Claimants**
- Attachment 4:** **W-9**
- Attachment 5:** **Lien Form I of II - Government Benefits Questionnaire**
- Attachment 6:** **Lien Form II of II**
- Attachment 7:** **Declaration of Assent, Release and Indemnity Agreement by Participating Settlement Class Member(s)**
- Attachment 8:** **Summary of Matrix Computations**
- Attachment 9:** **Claimant Scoring Agreement**

**ATTACHMENT 1 TO CLAIM
FORM:**

**THE LEGAL BASIS FOR THE
INMATE ACCOUNT
COMPROMISE**

Escambia County, Florida, which owned the prison where the Fire occurred, is paying \$5 Million of the Settlement amount.

Unlike non-Inmates, who were County Employees or First Responders working for the County or other Governmental agencies, many of whom have a workers compensation claim, the Inmates cannot sue the County under state law based on an immunity defense. However, Inmates can sue the County under Federal Civil Rights laws, including the Fourth and Eighth Amendments to the U.S. Constitution and Section 1983.

Counsel for the Inmates argue that the \$5 Million from the County is in Settlement of these Inmate Civil Rights claims. On the other hand, Employees have Workers' Compensation Claims totaling up to \$4 Million, and their lawyers believe that these Claimants should be given priority because of these Claims.

To compromise these competing Claims, a separate Inmate Account in the amount of \$2,520,000 has been established. Only Inmates will be paid from this account. The other account contains \$14,980,000, and will be used to pay all Claimants, including Inmates and Employees.

ATTACHMENT 2 TO CLAM FORM:

ESTIMATED DISTRIBUTION OF THE PROPOSED \$17.5 MILLION SETTLEMENT AMOUNT*

*This insurance coverage includes defense costs. If this case doesn't settle, the amount available to pay claims will drop. \$17,500,000 is the MAXIMUM amount of the Settlement, as some of the insurance policies are eroding due to the payment of legal fees. The actual amount is \$_____, and was announced by the Defendants at the Preliminary Approval Hearing.

Attachment 2

ESTIMATED DISTRIBUTION OF
THE PROPOSED \$17,500,000 GROSS SETTLEMENT AMOUNT

A. Legal Fees and Expenses

1.	Gross Settlement	<u>\$17,500,000</u>
2.	Legal Fees and Expenses Account for the Law Firms of the Represented Class other than the 3 Gravely Injured Claimants, equal to 1/3 of the \$9,000,000 gross amount available to pay the Non-Gravely Injured Claimants (defined below) ¹	<u>(\$3,000,000)</u>
3.	Legal fees and expenses for lawyer advising the 222 <u>pro se</u> Claimants ²	<u>(\$100,000)</u>
4.	Amount for Personal Injury Payment Program	<u>\$14,400,000</u>

B. Personal Injury Payment Program

1.	Amount for Personal Injury Payment Program	<u>\$14,400,000</u>
2.	Claims Administrator Fees and Expenses for 668 Claimants (\$400 per Claimant paid <u>ratably</u> by all Claimants) ³	<u>(\$267,200)</u>
3.	\$250 Advance Payment Checks for all 668 Plaintiffs	<u>(\$167,000)</u>
4.	Amount Paid to the Three Gravely Injured Claimants After Their Share of Items B2 and B3	<u>(\$8,369,661)</u>
5.	Amount for Proposed Matrix for Claimants Other Than Gravely Injured Claimants ⁴	<u>\$5,596,139.00</u>

¹Represented Claimants had a written representation agreement with a Law Firm by December 15, 2015. This legal fees and expense account amount equals 1/3 of the \$9,000,000 recovery for all Claimants other than the 3 Gravely Injured Claimants, whose legal fees come out of their individual recovery. Most law firms have a written agreement with a Represented Claimant providing for a legal fee of 1/3 of the Claimant's recovery plus legal expenses. It should be noted that there are 222 pro se Claimants who are not represented, and who will not owe legal fees. Therefore, this reserve amount should be more than adequate, so that the non-Gravely Injured Claimants may receive a ratable dividend, subject to the All Claimants Account/Inmate Account distributions split described in Footnote***** to the Potential Settlement Explanation and Scoring Form, after all legal fees and expenses are paid. Legal fees and expenses will only be paid for Claimants represented by a Law Firm at December 15, 2015. This will be done with a "gross up computation". For example, if a Claimant represented by a law firm has a total recovery after fees and expenses of \$5,000, and the law firm representing the Claimant is entitled to \$200 for out-of-pocket legal expenses, and a 1/3 legal fee, the law firm will receive from this account, \$2,463 in legal fees and \$200 for legal expenses.

²Any of this amount that remains after the payment of all legal fees and expenses for the lawyer advising the 221 pro se Claimants will be paid ratably to all Claimants other than the 3 Gravely Injured Claimants and those in the First Responder Category, subject to the All Claimants Account/Inmate Account distributions split described in Footnote***** to the Potential Settlement Explanation and Scoring Form.

³This \$400 per Claimant charge is being paid ratably by all Claimants. It includes the processing of Governmental liens, like Medicaid and Medicare. If you have private liens to resolve, there will be an additional \$250 charged only to your recovery and not ratably to all Claimants that is not reflected here. There will also be a \$250 additional charged only to your recovery and not ratably to all Claimants that is not reflected here to process a DHR or restitution lien, or any other lien or judgment.

⁴Of this amount, (i) \$4,790,851.38 (the "All Claimants Account") is to pay all Claimants ratably, and (ii) \$805,287.62 is to pay Inmate Claimants only (the "Inmate Account"), or 85.6% and 14.4%, respectively, of the total amount of \$5,596,139 available to pay the claims of Non-Gravely Injured Claimants under line 6 of Attachment 1.

**ATTACHMENT 3 TO CLAIM
FORM:**

**DESCRIPTION OF THE
GRAVE INJURIES OF EACH
OF THE THREE GRAVELY
INJURED CLAIMANTS**

PARAPLEGIC EMPLOYEE CLAIMANT

Claimant is 44 years old and is married with three minor children. On the night of the explosion, the Claimant was in the property room on the ground floor. When the explosion occurred, he shot up into the ceiling above him and then fell through the floor into a pit of debris filled water. He felt immediate excruciating pain in the top half of his body but felt nothing below the waist. He struggled to keep his head above water. A fellow guard held his head while balancing on a large piece of debris for over an hour while the rescue squad looked for them. After being rushed to Baptist hospital, the Claimant was diagnosed with a thoracic spine fracture with paralysis, traumatic aortic transection and closed scapula fracture. The aortic repair was done first and once stabilized he was sent via life flight to UAB where he underwent numerous surgeries including a spine stabilization. During one of the surgeries his spleen and diaphragm were punctured resulting in a hemorrhage that almost killed him. His heart stopped beating at one point, he developed MRSA and pleural effusion. He was eventually discharged from UAB three weeks later and transferred to NeuLife Rehab in Mt. Dora Florida. The Claimant lived at NeuLife for 4 months where they taught him how to live life as a paraplegic.

A very conservative life care plan was done and projected costs of \$2,339,480. The economic loss report was calculated and determined economic losses alone to be \$4,224,934. Average pain and suffering awards for paraplegics in Florida run around \$10,000,000.

DECEASED INMATE CLAIMANT WITH 5 SURVIVORS

According to the autopsy report, the Claimant died due to multiple injuries. The deceased Claimant left five children. Prior to his incarceration, the Claimant was a highly successful businessman who had developed an addiction to prescription pain medicine. His child support payments were \$3,147.22 per month based on a net monthly income of \$10,415.67. At the time of his death, he was free of the drug and was working on a 12 step program and faith to return tho the life he had prior to the pain killer addiction. Claimant was found dead at the jail as a result of the explosion that occurred.

Claimant is survived by two sons and three daughters. One son is 25 and actively employed in the family business. One son is 17, has Cystic Fibrosis and studies computer engineering at USF. His oldest daughter attends Florida State University, and two he has two younger daughters who are 16 and 13 respectively. They all miss their father very much.

DECEASED INMATE CLAIMANT WITH 1 SURVIVOR

According to the autopsy report, the Claimant died due to multiple injuries.

Claimant worked independently as a mechanic, until health problems rendered him disabled preceding his death. In an effort to deal with the pain of his disability, Claimant occasionally resorted to drugs to help him cope, and, unfortunately, he was awaiting a revocation hearing for violating his probation when the jail exploded. Claimant died as a result of the explosion.

Claimant's only child learned of the Escambia County Jail explosion the morning of May 1, and made over 30 calls to the hotline set up for the family members of inmates, but was unable to get a status regarding her father. She found out what happened to her father when the Coroner came to her house more than 24 hours after the explosion with a picture of her father.

Claimant was only 54 at the time of his death, and his daughter was 26. Claimant's daughter was very close to the Claimant, who supported her both financially and emotionally.

**ATTACHMENT 4 TO CLAIM
FORM:**

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 6 City, state, and ZIP code 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exception.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 6 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8. Instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 8 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$800 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 8045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLO that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLO is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3876).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner ¹ of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4069.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4388).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ATTACHMENT 5 TO CLAIM
FORM:**

**LIEN FORM I OF II
GOVERNMENT BENEFITS
QUESTIONNAIRE**

GENTLE, TURNER, SEXTON & HARBISON, LLC
Lien Resolution and Settlement Administrator
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244
(p) (800) 345-0837
(f) (205) 716-2364

PLEASE READ FIRST

Instructions for Completing Lien Resolution Documents:

Our firm will be resolving medical liens for your personal injury case. This includes, but is not limited to:

- Medicare – Federal health insurance for those aged 65 and older or on disability for more than 24 months
- Medicaid – State administered, income based health insurance
- Military health insurance or Veteran's Administration health benefits
- Any other government agency which may notify this firm or your plaintiffs' attorney's firm of a lien (i.e., unemployment health insurance, medical services while incarcerated, Indian Health Services, County DA offices, County DHR offices)
- Private health insurance (Blue Cross Blue Shield, United Healthcare, Humana, etc.)
- Medical care providers (hospitals, doctors, etc.) – In the event you did not have health insurance, a hospital or doctor may be entitled to recover medical expenses

In order to resolve liens as quickly and efficiently as possible, we have 4 documents that must be completed in order to expedite the resolution of any liens. They are described below along with some instructions for completing the forms. Failure to correctly complete any of the forms will result in a lengthier lien resolution process.

- I. **"Government & Private Benefits Questionnaire"** – This form is used to obtain general and necessary information about you in order for us to be able to resolve liens on your behalf and/or perform settlement administration duties with the ultimate goal being to get you paid. Please fill out all pages of this form with information about the Claimant. If the Claimant is deceased and you are the representative for the Claimant, fill the form out for the Claimant, not for yourself, and attach appropriate appointment documents (Letters of Administration, Letters Testamentary, POA, GAL, etc.). Make sure you list your COMPLETE address including city, state and zip code along with your current telephone number so that we may contact you if we need further information. The full social security number

is required in order for us to adequately verify and resolve your liens should there be any. Complete all sections on all 5 pages as thoroughly as possible. Make sure you remember to sign and date the form on the last page. You will be signing this document under penalty of perjury, so please make sure all information provided is accurate. Please feel free to call our office at 1-800-345-0837 if you need any assistance or have any questions about this document. Deficient documents will be set aside and processed last, after all complete documents are processed. We will have to contact you or your attorney to correct any deficiencies.

II. **"Proof of Representation"** – This form will be used for communication with ~~Medicare~~ only. With respect to Medicare, YOU are the beneficiary. Any references to the "beneficiary" on this form are references to you. You are the only person who should sign in the beneficiary designated area. If you believe that you don't have Medicare, just sign and date the form in the Medicare beneficiary section. Do not write NA in the blanks. If you know that you are a Medicare beneficiary, please complete the Medicare beneficiary section only. If you don't know an answer, please leave the question blank. Do not have anyone sign in the Representative area. This is where our attorney will sign so that we may obtain information from Medicare. Also, please attach a copy of your Medicare card, if you have one. Please feel free to call our office at 1-800-345-0837 if you need any assistance or have any questions about this document. Deficient documents will be set aside and processed last, after all complete documents are processed. We will have to contact you or your attorney to correct any deficiencies.

III. **"Authorization to Disclose Health Information"** – This form will be used for ~~Tricare, Veteran's Administration, private insurance agencies and/or any other type of medical insurance you may have.~~ Fill in your name, SSN and DOB at the top and sign at the bottom. On number 1, If you do not know the official name of your Medicaid, Tricare, Veteran's Administration and/or private or other insurance agency(ies), please leave this area blank and we will fill it in for you. On number 2, your dates of service should start with your official injury date or date of first ingestion or exposure and extend through the settlement date of your case. If you do not know your exact injury/first ingestion/first exposure date, please leave this area blank and we will fill it in for you. If you have more than one health insurance provider, ~~please complete one of these documents for each of the applicable agencies listed above.~~ Please be advised that ~~if you fail to sign multiple copies, we will make photocopies of your signed form, if needed.~~ Do not write NA in the blanks. Please feel free to call our office at 1-800-345-0837 if you need any

assistance or have any questions about this document. Deficient documents will be set aside and processed last, after all complete documents are processed. We will have to contact you or your attorney to correct any deficiencies.

- IV. **"Medicaid Third Party Liability – Authorization for the Use and Disclosure of Protected Health Information"** – This form will be used to obtain benefit information Florida Medicaid. It is very similar to the form described in III above, but it is used only for Florida Medicaid and it is required by Florida Medicaid. If you believe that you do NOT have Florida Medicaid, please sign and date the form at the bottom. If we find out later that you did have Florida Medicaid and we do not have the signed form on file, your claim will be delayed. Please feel free to call our office at 1-800-345-0837 if you need any assistance or have any questions about this document. Deficient documents will be set aside and processed last, after all complete documents are processed. We will have to contact you or your attorney to correct any deficiencies.

Tips for form completion:

1. Answer all questions, including yes or no questions. If you don't have a particular benefit/service about which we are asking, don't leave the question blank. Answer NO. If you answer "yes" to any questions, make sure to complete any additional questions in that section, as instructed on the form.
2. We do need your full Social Security Number. We cannot process liens or payments without it. We do not share this information with anyone other than the health insurance providers or other lienholders mentioned in this document and/or the Internal Revenue Service. Any discarded documents containing personal information are placed in a secure, locked bin for shredding.
3. If you are a U.S. Veteran, be sure to list all facilities from which you received medical treatment from the Department of Veterans Affairs along with the city and state, as requested on the Benefits Questionnaire, even if you did NOT visit the VA for case-related medical care. Providing this information will enable the Department of Veterans Affairs to more quickly access your information.
4. If you don't have Medicare or any other insurance, please do not write NA all over the forms. Please fill in your name, sign and date the forms where indicated. If we need them later, we won't have to contact you for them, thus reducing the lien resolution processing time.
5. Please complete all forms, even those which you believe don't apply to you. Having all forms on hand will save time.

6. Make sure to call our office or your Plaintiffs' Attorney's office if you have a change or addition to any of the information you provided on the forms, including your address.
7. **FILL OUT ALL SECTIONS OF ALL DOCUMENTS COMPLETELY AND LEGIBLY.**
8. Check your packet before sealing the envelope to make sure that all pages and forms are included, including copies of any insurance cards.
9. Please call us at 1-800-345-0837 if you have any questions or need assistance filling out any of these documents. We are happy to help!
10. **Deficient document packets will be set aside and processed last, after all complete packets are processed. We will contact you or your attorney to correct any deficiencies.**

We understand that you are anxious to receive your Settlement funds, if you are due Settlement funds, and put an end to the long process of being a part of the Settlement. Please keep in mind that the lien resolution process must be ~~complete~~ before we can authorize your payment. Even if you are no longer a beneficiary of a government medical insurance agency, we must have confirmation of your status from the agency. Each insurance agency has its own process to follow in order to report liens back to us, and these processes cannot be modified. They can be time consuming and there is nothing that can be done to lessen the time it takes to resolve liens. We are happy to provide periodic status updates or to answer any questions you may have about your case or your lien resolution process. However, frequent and multiple calls to check status will only delay the payment and lien resolution process. If you need to call us, our number is 1-800-345-0837.

We want to get you paid! That's part of our job. We will process your payment authorization once all liens are resolved.

GOVERNMENT AND PRIVATE BENEFITS QUESTIONNAIRE

GENTLE, TURNER, SEXTON & HARRISON, LLC

501 RIVERCHASE PARKWAY EAST, SUITE 100

HOOVER, ALABAMA 35244

TOLL FREE (800) 345-0837 • LOCAL (205) 716-3000 • FAX (205) 716-2364

OUR FILE NO. 6338-1

I. BASIC INFORMATION

- If you are completing this form on behalf of a Claimant (as Parent, Guardian, Representative, POA, GAL, etc.), ~~complete this form on your own information for the claimant and attach copies of the documentation supporting your claim. PLEASE PRINT LEGIBLY.~~

Name: _____ (First) (M.I.) (Last)	Date of Birth: ____/____/____ month/day/year
Current Address: _____	
City: _____	State: _____ Zip: _____
Full SSN: _____ (Required)	Telephone: (____) _____ Mobile: (____) _____
Email Address: _____	
Marital Status: Single/Never Been Married <input type="checkbox"/> Married <input type="checkbox"/> Name of Spouse: _____ Divorced <input type="checkbox"/> Date Divorced: _____	
Is the Claimant deceased? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, state your relationship to Claimant: _____ (Attach Required Documentation)	

II. INJURY INFORMATION

Date of your injury, ingestion, exposure, or accident: _____
City, State and County in which your injury occurred: _____
If your injury is due to an ingestion or exposure, date of FIRST ingestion or exposure: _____
Briefly describe your injuries related to this case as diagnosed by a doctor: _____ _____ _____ _____

III. GOVERNMENT BENEFIT INFORMATION

A. Are you eligible for MEDICARE Parts A &/or B benefits? YES <input type="checkbox"/> NO <input type="checkbox"/> (If you are 65 or older, you are automatically eligible)
i. On what date did the benefits begin? _____
ii. Please list your Medicare number (HICN): _____

~~THIS FORM IS NOT TO BE USED FOR ANY OTHER PURPOSES~~

GOVERNMENT BENEFIT INFORMATION, CONT.

B. At the time of your injury, were you receiving **MEDICAID** (state sponsored, needs-based) benefits? YES ☐ NO ☐
(this includes Managed Care Organizations that fall under Medicaid)

- i. On what date did the benefits begin? _____
- ii. From which state do you receive your Medicaid benefits? _____
- iii. Please list your Medicaid number: _____
- iv. If known, list your Medicaid Managed Care Organization: _____

PLEASE ATTACH A COPY OF YOUR MEDICAID CARD

C. Since your injury, have you begun to receive **MEDICAID** (state sponsored, needs-based) benefits? YES ☐ NO ☐
(this includes Managed Care Organizations that fall under Medicaid)

- v. On what date did the benefits begin? _____
- vi. From which state do you receive your Medicaid benefits? _____
- vii. Please list your Medicaid number: _____
- viii. If known, list your Medicaid Managed Care Organization: _____

PLEASE ATTACH A COPY OF YOUR MEDICAID CARD

D. Have you ever received **MEDICAID** benefits in another State? YES ☐ NO ☐
(if you had Medicaid in more than 1 other state, please list them on a separate sheet and attach)

- i. On what date did the benefits begin? _____
- ii. From which state did you receive your Medicaid benefits? _____
- iii. Please list your Medicaid number: _____
- iv. If known, list your Medicaid Managed Care Organization(s): _____

PLEASE ATTACH A COPY OF YOUR MEDICAID CARD

E. Have you ever received **Military medical insurance (Tricare)**? YES ☐ NO ☐

If YES, are you the Sponsor or a Dependent? (circle one) SPONSOR DEPENDENT

If YES, in what branch of the Armed Forces did you or the sponsor serve? _____

Please list approximate dates of your Tricare Coverage: _____

Sponsor Name and ID number: _____

Health program plan name (Primo, For Life, etc.): _____

City, county and state in which your injury occurred: _____

GOVERNMENT BENEFIT INFORMATION, CONT.

F. Are you eligible to receive ANY medical treatment at a VA hospital or other VA facility? YES ☐ NO ☐

If YES, please list the names and locations (city and state) of all VA treatment facilities from which you have received ANY medical treatment, even if the medical treatment is not related to this case (attach additional pages, if needed):

G. Have you ever received Government Disability or SSI payments? YES ☐ NO ☐

i. Below, indicate which type of disability benefit you receive(d):

____ SSI - Supplemental Security Income (needs-based)

On what date did your benefits begin? _____

____ SSDI - Social Security Disability Insurance

On what date did your benefits begin? _____

IV. PRIVATE BENEFIT INFORMATION

A. Did you have private health insurance at the time of your personal injury? YES ☐ NO ☐
(this includes plans for Medicare Parts C &/or D and ANY Medicare supplement plan)

If so, complete the following: (if you had more than 1 other insurance company, please list them on a separate sheet and attach)

Full name of your private insurance company: _____

Member ID #: _____

Group #: _____

Policy #: _____

Insurance Company's phone #: (may be found on the back of your insurance card): _____

Insurance Company's Address: _____

City _____

State _____

Zip _____

ATTACH A COPY OF THE FRONT & BACK OF YOUR MEDICARE CARD TO THIS PAGE

PRIVATE BENEFIT INFORMATION, CONT.

- B. Do you currently have different private health insurance than the one listed above? YES ☐ NO ☐
(this includes plans for Medicare Parts C &/or D ANY Medicare supplement plan)

If so, complete the following: (if you had more than 1 other insurance company, please list them on a separate sheet and attach)

Full name of your private insurance company: _____

Member ID #: _____

Group #: _____ Policy #: _____

Insurance Company's phone #: (may be found on the back of your insurance card) _____

Insurance Company's Address: _____

Sheet

City

State

Zip

V. OTHER GOVERNMENT DEBTS

- A. Have you ever declared Bankruptcy? YES ☐ NO ☐

If Yes, provide: Filing date(s): _____ Discharge date(s): _____

Please circle bankruptcy type: CHAPTER 7 CHAPTER 11 CHAPTER 13

State(s) in which case(s) was filed: _____

Is your bankruptcy case still active? YES ☐ NO ☐

- B. Do you owe restitution to the District Attorney's office? YES ☐ NO ☐

If Yes, which County? _____

Case Number, if known: _____

Name & phone number of contact: _____

- C. Do you owe child support or another debt to the Department of Human Resources? YES ☐ NO ☐

If Yes, which County? _____

Case Number, if known: _____

Name(s) of dependents: _____

Name & phone number of contact: _____

VI. RELEASE AND SIGNATURE

By signing below, you agree to the release of the information given, and your name, address, Social Security number, and date of birth to the Private and/or Governmental Agencies referenced in Parts III and IV above. It is your responsibility to notify us if any of your benefit information changes or needs to be supplemented. The undersigned hereby swears under penalty of perjury that all of the information provided herein is true and accurate. Your signature if an adult; Parent or Guardian's Signature if a Minor; or Personal Representative's Signature if Claimant is incapacitated or deceased.

Claimant's Signature
(or Representative's Signature)

Date: _____

If you are signing as a Representative, please state your relationship to the Claimant:

~~If you have signed this document as a Representative, you must attach documents demonstrating your authority.~~

**ATTACHMENT 6 TO CLAIM
FORM:**

LIEN FORM II OF II

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name: _____
Date of Birth: _____ SSN: _____

1. The following individual or organization is authorized to make the disclosure (if you are unable of entity's legal name, please leave blank):

2. The type and amount of information to be used or disclosed as follows:

The entire record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies (if unsure, of extent, please leave blank).

Dates of Services: From: _____ To: _____

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.
4. This information may be disclosed to and used by the following individual or organization:

GENTLE, TURNER, SEXTON & HARBISON, LLC
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
(p) 205-716-3000 (f) 205-716-2364

5. I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization, I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire upon the settlement of my claim.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand that my Health Plan will not condition its payment activities in connection with my claims, or my enrollment in my Health Plan, or my eligibility for benefits upon my giving this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 135.622. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact the HJM director, privacy officer, or other release of information employee of the above named healthcare provider.

Patient or Legal Representative

Relationship to Patient (If signed by Legal Representative)

PROOF OF REPRESENTATION

~~Type of Medicare Beneficiary Representative~~ (Check one below and then print the requested information):

() Individual other than an Attorney: Name: Edgar C. Gentle, III, Esq. and Katherine A. Harrison, Esq.
(X) Attorney* Relationship to Medicare Beneficiary: Lien Settlement Administrator
() Guardian* Firm or Company Name: Gentle, Turner, Sexton & Harrison, LLC
() Conservator* Address: 501 Riverchase Parkway East, Suite 100
() Power of Attorney* Hoeyville, AL 35244
Telephone: (p) 205-716-3000 (f) 205-716-2264

* Note - If you have an attorney, your attorney may be able to use his/her retainer agreement instead of this language. (If the beneficiary is incapacitated, his/her guardian, conservator, power of attorney etc. will need to submit documentation other than this model language.) Please visit <http://www.alacounty.com> for further instructions.

~~Medicare Beneficiary Information and Signature/Date:~~

Beneficiary's Name (please print exactly as shown on your Medicare card): _____

Beneficiary's Health Insurance Claim Number (number on your Medicare card): _____

Date of Illness/Injury for which the beneficiary has filed a liability insurance, no-fault insurance or workers' compensation claim: _____

Beneficiary Signature: _____ Date signed: _____

For Lien Administrator's Use Only - Do Not Write or Sign Below this Line:

~~Representative Signature/Date:~~

Representative's Signature: _____ Date signed: _____

Our File No.: _____



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

MEDICAID THIRD PARTY LIABILITY

Authorization for the Use and Disclosure of Protected Health Information

Federal law states that we cannot share an individual's health information without the individual's permission, except in certain situations. By signing this form, you are giving us permission to share the information you indicate below. If you decide later that you do not want us to share this information any more, you can revoke this authorization at any time in writing or sign the REVOCATION SECTION on the back of this form and return it to the Florida Medicaid TPL Recovery Program. This form must be completed and signed by the Medicaid recipient or by an individual who has the authority to act on the Medicaid recipient's behalf (parent of a minor, legal guardian, trustee, power of attorney, personal representative of the estate, grantor of an annuity).

PLEASE COMPLETE THE FOLLOWING SECTIONS

1. Personal Information:

Medicaid Recipient's Name _____ Date of Birth _____

Medicaid ID Number _____ Social Security Number _____

2. I give permission to the Agency for Health Care Administration (AHCA) and its contract representatives to share the health information listed below with the following:

Name of the Law Firm or Law Office _____

Name of the Insurance Company _____

Other _____

3. Indicate the purpose for which the disclosure is to be made:

- ☐ To substantiate Medicaid's lien relating to a lawsuit
☐ To substantiate Medicaid's claim against the estate or against a trust account or annuity
☐ Other _____

4. Indicate the information that you want to be disclosed, related to the following (check one):

- ☐ The Medicaid lien relating to the injury or negligence charges, for the period beginning with the date of incident.
☐ Medicaid's claim against the estate;
☐ The amount that is due Medicaid from the trust account. (Please send a copy of the trust agreement).
☐ The amount that is due Medicaid from the annuity account. (Please send a copy of the annuity agreement).
☐ Other, (Please be specific) _____

**5. Enter the specific date that you want this authorization to expire: (i.e., one year from date of release).
(If you do not enter a date, this authorization will expire in five years.)**

I understand that the information described above may be redisclosed by the person or group that I hereby give AHCA and its contract representatives permission to share my information with, and that my information would no longer be protected by the federal privacy regulations. Therefore, I release AHCA, its workforce members, and its contract representatives from all liability relating from the disclosure of my health information pursuant to this agreement. I understand that I may inspect or request copies of any information disclosed by this authorization if AHCA or its contract representatives initiated this request for disclosure. I understand that I may revoke this authorization by notifying AHCA through its contractor representatives, in writing, knowing that previously disclosed information would not be subject to my revocation request. I understand that I may refuse to sign this authorization and that my refusal to sign will not affect my ability to obtain treatment, payment or eligibility for benefits.

6. Recipient Signature _____ Print Name _____ Date _____

OR

Name of Legal Representative (Print) _____ Relationship _____

Signature of Legal Representative _____ Date _____

* If you are not the individual, but represent the individual, please attach a copy of the legal document that verifies that you are a representative (parent of a minor, legal guardian, trustee, power of attorney, personal representative of the estate, grantor of an annuity).

INSTRUCTIONS FOR THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

1. Complete the front of the form and return it to Florida Medicaid TPL Recovery Program, Post Office Box 12188, Tallahassee, Florida 32317-2188, Phone (toll-free) (877) 367-3288 or Fax (844) 845-8362.

2. If the signer is a guardian, has a power of attorney or is an authorized representative, documentation of the representative's authority to act on the individual's behalf must be attached. If an agency has custody of a child and a representative signs the release, include a copy of the custody order.

3. Special kinds of health information have specific laws and rules that have to be followed before that information can be disclosed.

HIV and Sexually Transmitted Diseases (STD): All information about HIV and sexually transmitted diseases is protected under federal and state laws and cannot be disclosed without your written authorization unless otherwise provided in the regulations. To release HIV or STD information, this authorization must include a statement in the Information You Want Disclosed section of the specific HIV or STD information that you are giving permission to release. Re-disclosure of HIV information is not allowed, except in compliance with law or with your written permission.

Alcohol and Drug Treatment: Alcohol and/or drug treatment records are protected under federal and state laws and regulations and cannot be disclosed without your written authorization, unless otherwise provided for in federal and state laws or regulations. To release alcohol and drug treatment information, this authorization must include a statement in the Information You Want Disclosed section of the specific information that you are giving permission to release, such as "assessment, treatment plan, attendance, discharge plan." Re-disclosure of your alcohol and/or drug treatment records is not allowed, except in compliance with law or with your written permission.

Mental Health Treatment: Mental health treatment records are protected under federal and state laws and regulations and cannot be disclosed without your written authorization, unless otherwise allowed in federal and state laws or regulations. To release mental health treatment information, this authorization must include a statement in the Information You Want Disclosed section of the specific information that you are giving permission to release, such as "assessment, treatment plan, attendance, discharge plan." Also, disclosure of your therapist's own notes (psychotherapy notes) needs separate permission. Re-disclosure of your mental health treatment records is prohibited, except in compliance with law or with your written permission.

4. You will be provided with a copy of this form.

REVOCATION SECTION

To revoke your authorization, complete the following section and return the form to the Florida Medicaid TPL Recovery Program at the address given above. (Use of this form to revoke your authorization is optional; however, you must submit your revocation request in writing.)

I no longer want my information shared.

Name _____

Date of Birth _____

Street Address _____

City _____

State _____

Zip _____

If applicable, your Medicaid ID number _____

Signature _____

Date _____

OR

Signature of Authorized Representative _____

Date _____

Relationship of Authorized Representative _____

Revised November 2015

**ATTACHMENT 7 TO CLAIM
FORM:**

**DECLARATION OF ASSENT,
RELEASE AND INDEMNITY
AGREEMENT BY
PARTICIPATING
SETTLEMENT CLASS
MEMBER(S)**

DECLARATION OF ASSENT, RELEASE AND INDEMNITY AGREEMENT BY PARTICIPATING
SETTLEMENT CLASS MEMBER(S)

Name(s) of Plaintiff(s) in Lawsuit: _____

Docket Number of Lawsuit: _____

If Applicable, Name and Capacity of Bankruptcy Trustee, Personal Representative, Guardian,
Conservator, or Other Successor Real Party in Interest for any Plaintiff:

Declaration of Assent: I declare under penalty of perjury and warrant that all information in this Declaration of Assent, Release and Indemnity Agreement ["Release"] accurately states all information and does not fail to include any fact necessary to prevent the information provided from being misleading or incomplete.

By signing this document I represent, warrant and agree that:

a. I have read and fully understand all provisions of the Settlement Agreement and General Release ("the Agreement")¹ by and between A.E. New, Jr., Inc., BITCO (as defined in the Agreement), Alliance Laundry Holdings, LLC, Sentry Insurance Co., The City of Pensacola d/b/a Pensacola Energy, Caldwell Associates Architects, Inc., Atlantic Specialty Insurance Co., Coin Laundry Equipment Co., Inc., Certain Underwriters at Lloyd's, London, Escambia County, Florida (as defined in the Agreement), Columbia Casualty Company and ONB Benefits Administration, LLC d/b/a JWF Specialty Co., Great American Excess & Surplus Co., Futch Design Associates, LLC, AXIS Surplus Insurance Co., Glaze Communications, Westfield Insurance Co., H.M. Yonge & Associates, Inc., Liberty International Underwriters, Klocke and Associates, Inc., XL Specialty Insurance Co., Premier Engineering, AXIS Insurance co., Rebol-Battle & Associates, Landmark American

¹ I understand that capitalized words and phrases in this document have the same meaning as in the Agreement.

Insurance Company, which shall include RSUI Group, Inc., SEMCO of Pensacola Inc., and Southern-Owners Insurance Co., and Associated Electric and Gas Services, Ltd. and Executing Counsel (the "Agreement").

b. I have had the benefit of all the legal advice I need, or want, to understand the meaning and effect of every part of the Agreement, including this Release that I am signing and the effect of the Indemnity Agreement it contains.

c. I am aware that if I do not have an attorney of my own, Robert Heath, Esq., has been appointed by the Court hearing the Action to provide me with assistance and to answer my questions.

d. I assent to become a Party to the Agreement together with Executing Counsel and every other Participating Claimant, and I assent to all provisions of the Agreement. I understand that this assent includes all of the definitions, conditions, warranties, covenants, releases, indemnities and other provisions of the Agreement, whether they are repeated in this Release or not.

1.1 **Complete Release.** For the consideration described in the Agreement, the receipt and sufficiency of which is acknowledged, and subject to the conditions in this Release, I hereby remise, release, discharge and forever acquit each and every one of the Defendants and Insurers (as defined in the Agreement) and all other Released Persons, jointly and severally, and each and all of their respective parent, subsidiaries, affiliates, managers, members, owners, partners, shareholders, agents, servants, employees, officers, elected and/or appointed officials, independent contractors, representatives, successors, assigns, attorneys, and any and all other persons, firms and/or entities who

may in any manner be liable for any Released Claim or Released Claims, and each of them, jointly and severally and in all capacities, from any Claim or Claims that I may now or may hereafter have, on account of or in any way relating to or arising out of the Explosion.

1.2 **Acknowledgement of Future Released Claims.** In connection with the complete release in Section 1.1 and to the fullest extent allowed by law, I acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true with respect to the Released Claims. Nevertheless, it is my intention to fully, finally and forever settle and release all such Released Claims, and all Claims and claims relating thereto, that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) and accrued on or before the date that the Final Judgment and Order of Dismissal is entered as to all Released Persons. In this regard, I expressly waive, to the fullest extent allowed by law, any potentially applicable statutory, regulatory or common law provisions that arguably provide otherwise. As a part of this release, I agree never to file any Claim in any administrative agency against any Released Person arising out of, connected with, or in any way relating to the Explosion.

1.3 **Exclusive Remedy.** Timely submission of a Claim Form in accordance with the procedures set forth in the Agreement is the **EXCLUSIVE** method and remedy of all Settlement Class Members for any and all Released Claims. A Claim Form timely submitted hereunder shall be in lieu of any other remedy or right of action against the Defendants and Insurers for the Released Claims. Accordingly, no Defendant or Insurer or Released Person shall be

subject to liability or expense of any kind to any Settlement Class Member with respect to any Released Claims, other than as set forth in the Agreement. I understand that if I fail to timely submit a Claim Form that fully complies with all requirements or fail to execute documents as directed by the Court or Settlement Administrator, this Release will be fully effective as to my Claims as set forth herein as though I had executed this Release.

1.4 **Covenant Not To Sue.** I will not commence, prosecute, or cause to be commenced or prosecuted against, or with regard to the asserted conduct of any Defendant or Insurer or Released Persons any action or other proceedings based upon any Claim or Released Claims.

1.5 **Injunction Against Additional Litigation.** Upon Final Approval, I acknowledge and agree that I shall immediately be enjoined from filing or becoming part of any action, including, without limitation, any putative class actions, filed against the Defendants or Insurers or Released Persons or any other person or entity, insofar as those actions relate to any of the Claims or Released Claims or otherwise interfere with this Agreement or the Settlement of the class action claims generally.

1.6 **Settlement Class Members' Agreement to Indemnify and Hold Harmless Respecting His or Her Liens and Subrogation Claims.** *I agree that I am responsible for satisfying all of my respective Liens, subrogation interests including, but not limited to, Liens or subrogation claims brought by Florida Department of Revenue, Florida Health Care Administration, Medicaid,*

Medicare, the Florida League of Cities, or any other private health or property insurance companies, and private causes of action provided in the Medicare Secondary Payer (MSP) Act, 42, U.S.C. Section 1395y (b)(3)(A), should Medicare deny coverage for any reason, including the failure to allocate adequate money to future Medicare covered medical expenses in this settlement or to otherwise protect Medicare's interests, medical expenses, workers' compensation benefits, restitution obligations and all other similar or related expenses pertaining to, arising out of or in connection with the Claims and/or Released Claims. I will indemnify and hold harmless the Defendants and Insurers and Released Parties against any and all such claims, suits, complaints or causes of action brought against any of the Released Parties and pertaining to, arising out of or in connection with the Claims and Released Claims including claims based upon Liens or any other suit or demand as set forth in this paragraph. I will be responsible for the Defendants', Insurers' and Released Parties' costs of defending against these claims, suits, complaints and causes of action, including any legal fees and court costs and agree to indemnify and hold harmless the Defendants and Insurers and Released Parties for all such fees and expenses as set forth in this Section. I will be responsible for paying any judgment against or settlement reached by the Defendants and/or Insurers and/or Released Parties in such claims, suits, complaints and causes of action. The Defendants and Insurers and Released Parties are not responsible for the expenses, costs or liabilities described in this Section, and Defendants' and Insurers' and Released Parties' monetary obligations under this Agreement are expressly limited to the settlement amounts set forth in Section 1.30 of the Settlement Agreement.

I have read and understand my obligations under this Indemnity Agreement.

Initials of all persons executing this Indemnity Agreement: _____

1.7 **Continuing Rights.** Nothing contained herein releases, nor shall be construed to release, any continuing rights that I may have resulting from the Agreement and the remedies and benefits created and conferred hereby.

1.8 **Assent to Confidentiality.** I understand that the covenants in this Release and the Agreement regarding confidentiality and prohibition of public comment are equally significant provisions of the Agreement, just like all others. I agree not to disclose or comment upon the existence or provisions of the Agreement, or actions taken pursuant to it, except as specifically permitted in the Agreement or as required or prohibited by Section 69.081(8)(a), Fla. Stat. If I am unclear about this obligation in a particular situation, I will consult with Executing Counsel, Robert Heath or the Settlement Administrator before taking any action.

1.9 **Assent Includes Entire Agreement.** I understand and acknowledge that this Release does not repeat all the provisions of the Agreement, and uses terms defined in the Agreement to have specific meanings which are not all repeated in this Release. I understand and acknowledge that what I am agreeing to, by signing this Release, is to be bound by all the contents of this Release, and thereby to be bound by all of the provisions of the Agreement, whether those provisions are repeated in this Release or not. I have read and understood the entire Agreement and this Release, and assent to all of its provisions as written.

Signature(s) of Plaintiff(s) if Current Real Party(ies) in Interest:

[Signature]

[Date]

[Printed Name]

[Witness Signature]

[Date]

[Witness Name]

Signature(s) of Bankruptcy Trustee, Personal Representative, Guardian, Conservator, or Other
Successor Real Party in Interest:

[Signature]

[Date]

[Printed Name]

[Title or Capacity]

[Witness Signature]

[Date]

[Witness Name]

(If Applicable) Name(s) and Signature(s) of Past, Present, and/or Future Spouse(s) From and after
the Date of the Explosion:

[Signature]

[Date]

[Printed Name]

[Witness Signature]

[Date]

[Witness Name]

(Optional) Name(s) and Signature(s) of Attorney(s) Other Than Executing Counsel Evidencing Limited Joinder in Agreement:

Notice address(es) of Participating Claimant, Spouse(s), and/or Attorney(s) for purposes of the Settlement Agreement:

Fax: _____
Email: _____

Fax: _____
Email: _____

Fax: _____
Email: _____

Approved: _____
Settlement Administrator

**ATTACHMENT 8 TO CLAIM
FORM:**

**SUMMARY OF MATRIX
COMPUTATIONS**

Pensacola Jail Fire Settlement
Claimant Net Payment Grid

May 4, 2017

Non-Gravely Injured Claimants				Represented/Pro Se and not Scored Claimants (B)			
First Responder		Represented/Pro Se and Scored Claimants (A)		First Responder		Represented/Pro Se and not Scored Claimants (B)	
		# of Claimants		# of Claimants		Amount	
		Amount		Amount		Total	
Cat 1		Inmate	215 \$ 500.00 \$ 2,000.00	Inmate	16 \$ 1,530.00 \$ 24,480.00	Inmate	16 \$ 1,530.00 \$ 24,480.00
		Other	3 \$ 1,200.00 \$ 3,600.00	Other	1 \$ 1,200.00 \$ 1,200.00	Other	1 \$ 1,200.00 \$ 1,200.00
Cat 2		Inmate	72 \$ 3,440.00 \$ 247,680.00	Inmate	5 \$ 3,440.00 \$ 17,200.00	Inmate	5 \$ 3,440.00 \$ 17,200.00
		Other	0 \$ 2,700.00 \$ -	Other	0 \$ 2,700.00 \$ -	Other	0 \$ 2,700.00 \$ -
Cat 3		Inmate	80 \$ 6,870.00 \$ 549,600.00	Inmate	6 \$ 6,870.00 \$ 41,220.00	Inmate	6 \$ 6,870.00 \$ 41,220.00
		Other	6 \$ 5,400.00 \$ 32,400.00	Other	1 \$ 5,400.00 \$ 5,400.00	Other	1 \$ 5,400.00 \$ 5,400.00
Cat 4		Inmate	17 \$ 15,420.00 \$ 262,140.00	Inmate	1 \$ 15,420.00 \$ 15,420.00	Inmate	1 \$ 15,420.00 \$ 15,420.00
		Other	2 \$ 12,000.00 \$ 24,000.00	Other	0 \$ 12,000.00 \$ -	Other	0 \$ 12,000.00 \$ -
Cat 5		Inmate	16 \$ 30,870.00 \$ 493,920.00	Inmate	1 \$ 30,870.00 \$ 30,870.00	Inmate	1 \$ 30,870.00 \$ 30,870.00
		Other	5 \$ 24,000.00 \$ 120,000.00	Other	1 \$ 24,000.00 \$ 24,000.00	Other	1 \$ 24,000.00 \$ 24,000.00
Cat 6		Inmate	18 \$ 69,600.00 \$ 1,252,800.00	Inmate	1 \$ 69,600.00 \$ 69,600.00	Inmate	1 \$ 69,600.00 \$ 69,600.00
		Other	8 \$ 60,600.00 \$ 484,800.00	Other	1 \$ 60,600.00 \$ 60,600.00	Other	1 \$ 60,600.00 \$ 60,600.00
Cat 7		Inmate	0 \$ 114,850.00 \$ -	Inmate	0 \$ 114,850.00 \$ -	Inmate	0 \$ 114,850.00 \$ -
		Other	5 \$ 100,000.00 \$ 600,000.00	Other	1 \$ 100,000.00 \$ 100,000.00	Other	1 \$ 100,000.00 \$ 100,000.00
			452		35		
			\$ 4,401,890.00				\$ 389,990.00

Represented/Pro Se and not Scored				Represented/Pro Se and not Scored			
Represented and Scored [A]		Not Represented and Not Scored [C]		Represented and Scored [A]		Not Represented and Not Scored [C]	
Total		Total		Total		Total	
Net Revenue for Non-Gravely Injured Claimants		\$ 5,389,650.00		\$ 4,401,890.00		\$ 597,770.00	
		\$ 5,389,650.00		\$ 389,990.00		\$ 5,389,650.00	
Net Extraordinary Damages		\$ 206,489.00		\$ 168,646		\$ 14,941	
		\$ 206,489.00		\$ 168,646		\$ 14,941	
Total Net Payments		\$ 5,596,139.00		\$ 4,570,535.81		\$ 620,671.85	
		\$ 5,596,139.00		\$ 4,570,535.81		\$ 620,671.85	
Three Gravely Injured Claimants		\$ 8,369,661.00		\$ 8,369,661.00		\$ 8,369,661.00	
		\$ 8,369,661.00		\$ 8,369,661.00		\$ 8,369,661.00	
Legal Fees (other than the 3 Gravely Injured), Admin Fees, and Advance Payments		\$ 3,534,200.00		\$ 3,245,820.15		\$ 140,393.17	
		\$ 3,534,200.00		\$ 3,245,820.15		\$ 140,393.17	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
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		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	
		\$ 17,500,000.00		\$ 15,186,016.96		\$ 552,918.03	

Pensacola Jail Fire Settlement
Claimant Net Payment Grid

December 9, 2016

Non-Gravely Injured Claimants				Represented/Pro Se and not Scored Claimants (B)			
Represented and Scored Claimants (A)		# of Claimants		# of Claimants		Amount	
First Responder	Inmate	0	500.00	First Responder	Inmate	0	
Cat 1	Other	84	\$ 1,530.00	Cat 1	Other	94	\$ 1,530.00
Cat 2	Inmate	47	\$ 3,440.00	Cat 2	Inmate	102	\$ 3,440.00
Cat 3	Other	0	\$ 2,700.00	Cat 3	Other	4	\$ 2,700.00
Cat 4	Inmate	39	\$ 6,870.00	Cat 4	Inmate	19	\$ 6,870.00
Cat 5	Other	1	\$ 5,400.00	Cat 5	Other	1	\$ 5,400.00
Cat 6	Inmate	14	\$ 15,420.00	Cat 6	Inmate	7	\$ 15,420.00
Cat 7	Other	1	\$ 12,000.00	Cat 7	Other	1	\$ 12,000.00
	Inmate	16	\$ 30,870.00		Inmate	8	\$ 30,870.00
	Other	2	\$ 24,000.00		Other	1	\$ 24,000.00
	Inmate	13	\$ 69,600.00		Inmate	6	\$ 69,600.00
	Other	6	\$ 60,600.00		Other	3	\$ 60,600.00
	Inmate	0	\$ 114,850.00		Inmate	0	\$ 114,850.00
	Other	8	\$ 100,000.00		Other	3	\$ 100,000.00
		230	\$ 3,202,930.00			253	\$ 1,996,530.00

Represented/Pro Se and not Scored		Not Represented and Not Scored [C]		Total	
Represented and Scored [A]	[B]	Represented and Not Scored [C]			
Net Revenue for Non-Gravely Injured Claimants	\$ 5,389,650.00	\$ 3,202,930.00	\$ 1,936,530.00	\$ 250,190.00	\$ 5,389,650.00
Net Extraordinary Damage	\$ 206,489.00	\$ 122,711.00	\$ 74,193.00	\$ 9,585.00	\$ 206,489.00
Total Net Payments	\$ 5,596,139.00	\$ 3,325,641.09	\$ 2,010,722.60	\$ 259,775.31	\$ 5,596,139.00
Three Gravely Injured Claimants	\$ 8,369,661.00	\$ 8,369,661.00			\$ 8,369,661.00
Legal Fees (other than the 3 Gravely Injured), Admin Fees, and Advance Payments	\$ 3,534,200.00	\$ 1,829,671.72	\$ 1,576,367.59	\$ 134,160.69	\$ 3,534,200.00
	\$ 17,500,000.00	\$ 13,518,973.81	\$ 3,587,090.19	\$ 399,936.00	\$ 17,500,000.00
					Grand Total for A + B + C

**ATTACHMENT 9 TO CLAIM
FORM:**

**CLAIMANT SCORING
AGREEMENT**

THE POTENTIAL PENSACOLA JAIL EXPLOSION SETTLEMENT
ATTN: ED GENTLE, SETTLEMENT ADMINISTRATOR
SUITE 100
501 RIVERCHASE PARKWAY EAST
BIRMINGHAM, ALABAMA 35244
1-205-716-3000
Pensacolasettlement@gtandslaw.com

CLAIMANT SCORING AGREEMENT

_____ (Claimant) and _____ (the Claimant's
Spouse if applicable) agree to the Claimant's Score under the proposed Settlement Grid being in
Category _____, with Extraordinary Damages of \$_____ with an estimated total payment to
the Claimant after the payment of estimated legal and administrative fees and expenses and other
expenses of \$_____.

However, the above amount is the best estimate available and may vary upon payment to me.
I also understand that it may be reduced by any lien amounts I owe, such as Workers Comp,
Medicare, Medicaid, or private insurance carrier liens, or child support or restitution liens.

I(We) agree to sign reasonable additional documents to carry out the Settlement.

**THE UNDERSIGNED HEREBY SWEARS UNDER PENALTY OF PERJURY THAT ALL
OF THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE.**

CLAIMANT'S NAME: _____
[PRINT CLAIMANT NAME]

X _____
SIGNATURE OF CLAIMANT

DATE: _____

NOTARIZATION OF CLAIMANT SIGNATURE

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a notary public in and for said County and State, personally appeared _____ and acknowledges that he/she signed the foregoing, and that the foregoing is true and correct to the best of his/her knowledge and belief.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2016.

Notary Public
My Commission Expires:

[SEAL]

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

SHORT FORM NOTICE OF CLASS CLASS ACTION SETTLEMENT
CLARKE ALLEN, ET AL V. A.E. NEW, JR., INC.; CALDWELL ASSOCIATES, INC.;
And ESCAMBIA COUNTY, FLORIDA, ET AL,
Case No. 2015-CA-000722, Division C, In the Circuit Court of the First Judicial Circuit
Of the State of Florida for Escambia County
www.pensacolasettlement.com
CALL TOLL FREE: 855-711-2079

Re: Settlement Clarke Allen, Chris Hankinson, the Estate of Robert Earl Simmons, Cornelius Lee Henderson, Ronnie Lucas, Bryan Joseph Gilpatrick, Domanick George, Bakari Henderson, Rex Jordan, Gary Norman Hauffe, DeMarco Banks, Cameron Perkins, James Richardson, Shawn Moyers, Otis Craft, Joyce Montgomery, Shannon Hankinson, 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 Corp., Futch Design Associates, Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering, Rebol-Battle & Associates, and Semco, Inc.

Dear Class Member:

A Class Action Settlement was preliminarily approved on [INSERT DATE] by the Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County with respect to the putative class consisting of all persons who were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola Florida during any time when the April 30, 2014, fire and explosion occurred, and subsequent evacuation therefrom and emergency responses thereto occurred, and the spouses of such persons at the time of the Fire, against 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, Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering, Rebol-Battle & Associates, and Semco, Inc.

If 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; 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, you may be a Class Member and you have FIVE OPTIONS:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Remain in the Settlement Class	If you wish to receive benefits under the settlement, you must submit the Claim Form approved by the Court within 90 days of the date of the Preliminary Approval Order, or no later than [INSERT DATE] .
Exclude Yourself From the Settlement Class	If you wish to exclude yourself from this partial settlement, you will receive no benefits. This is the only option that allows you to ever be a part of any other lawsuit against any of the named defendant, and about any of the facts and legal claims in this case. If you want to be excluded from the Settlement Class, you must send your written request to opt out of the Settlement, postmarked no more than 250 days after the date of the Preliminary Approval Order, or no later than [INSERT DATE] .
Object to the Settlement	Write to the Court about why you do not like the Settlement. Note that, even if you file an objection, you will remain a Class Member. If you wish to object to the Settlement, you must file a timely written notice of your objection, postmarked no more than 250 days after the date of the Preliminary Approval Order, or no later than [INSERT DATE] .
Go To A Hearing	Ask to speak in Court about the fairness of the Settlement, but you must remain a Class Member to speak. A fairness hearing will be held on [INSERT DATE] .
Do Nothing	Get no payment. Give up rights.

Before deciding what action you will take, if any, it is important that you immediately review the Long Form Class Notice on the internet at:

www.pensacolasettlement.com

The Long Form Class Notice more fully explains the settlement and the deadlines and procedures for you to object to the settlement or exclude yourself from the settlement, if you desire to do so. To have a Long Form Class Notice mailed to you, or emailed to you, you can call the Settlement Administrator toll free at 855-711-2079 or email the Settlement Administrator at egentle@gtandslaw.com.

EXHIBIT C:

**List of Plaintiffs Represented by Counsel
and The Names of Their Counsel**

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
ADCOCK, NATHAN THOMAS	Chris Janes, Michles & Booth
ALEXANDER, MONIQUE	Gerald McKenzie Law Firm
ALLEN, CLARKE COURTNEY	Chris Janes, Michles & Booth
ALLEN, DELPHINE	Gerald McKenzie Law Firm
ALLEN, HAROLD JAMES	Eric Stevenson & Chris Klotz, Stevenson Klotz
ALLMON, STEPHANIE M	Gerald McKenzie Law Firm
AMARAL, TAMARA	Chris Janes, Michles & Booth
ANDERSON, BRIAN JAMES	Eric Stevenson & Chris Klotz, Stevenson Klotz
ANDERSON, DEMARIUS DUANE	Scott Stone, Whibbs, Stone & Barnett
ANDREWS, DEBORAH	Scott Barnes, Ward & Barnes
ANDREWS, SYDNEY ELAINE	Eric Stevenson & Chris Klotz, Stevenson Klotz
ASHANTI, ILYAAS RAPHAEL	Chris Janes, Michles & Booth
AUSTIN, EVERLENA DENISE	Gerald McKenzie Law Firm
AUSTON, JESSICA RAE	Chris Janes, Michles & Booth
AVERY, KENNETH RAY	Chris Janes, Michles & Booth
BAGGETT, CHRISTOPHER TODD	Chris Janes, Michles & Booth
BAGGETT, KIMBERLY MICHELLE	Scott Barnes, Ward & Barnes
BAILEY, ANITA JEAN	Scott Barnes, Ward & Barnes

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
BAKER, BRADLEY AUSTON	Kevin Hausfeld, PA
BALDWIN, JENNIFER LEANNE	Scott Barnes, Ward & Barnes
BALDWIN, NIKE DEQUEZ	Eric Stevenson & Chris Klotz, Stevenson Klotz
BANKS, DEMARCO LAMARION	Eric Stevenson & Chris Klotz, Stevenson Klotz
BARGNARE, COURTNEY ROSHAWN	Gerald McKenzie Law Firm
BARGNARE, SHAKERIA SHIQUEL	Gerald McKenzie Law Firm
BARNES, THOMAS ANTHONY	Scott Barnes, Ward & Barnes
BASKIN-HUNTER, ANTONIO M	Gerald McKenzie Law Firm
BEMIS, ANNETTE LEIGH	Eric Stevenson & Chris Klotz, Stevenson Klotz
BENTON, TERI LYNN	Eric Stevenson & Chris Klotz, Stevenson Klotz
BETTS, MACHRISNA GWYNTRANET	Chris Janes, Michles & Booth
BLACKBURN, RAMON BARRY	Chris Janes, Michles & Booth
BLACKMON, TATANYA ZAHNA	Gerald McKenzie Law Firm
BLEDSE, SUNCEREE COVAN	Eric Stevenson & Chris Klotz, Stevenson Klotz
BODIFORD, JASON ALLEN	Kevin Hausfeld, PA
BODY, CHRISTOPHER MELVIN	Eric Stevenson & Chris Klotz, Stevenson Klotz
BOLING, MASON EDWARD	Eric Stevenson & Chris Klotz, Stevenson Klotz
BONNER, LATASHIA DENISE	Eric Stevenson & Chris Klotz, Stevenson Klotz

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NAME	Attorney - Per March 31, 2016 List Provided By Defendants
BONoyer, JENNIFER JOY	Chris Janes, Michles & Booth
BOYKIN, HERBERT EDWARD JR	Gerald McKenzie Law Firm
BOYS, BENJAMIN FRANKLIN	Chris Janes, Michles & Booth
BRADFORD, KELLEY	Keith Weidner, Taylor, Warren & Weidner, PA
BRADLEY, DERRICK TREVON	Chris Janes, Michles & Booth
BROWN, APRIL	Scott Stone, Whibbs, Stone & Barnett
BROWN, AQUINAS DEMARCUS	Eric Stevenson & Chris Klotz, Stevenson Klotz
BROWN, ELGIN MYLES	Chris Janes, Michles & Booth/Keith Weidner
BROWN, IRVING JR	Keith Weidner, Taylor, Warren & Weidner, PA
BROWN, RAYMOND	Chris Janes, Michles & Booth
BRUNSON, JENNIFER CAREN	Chris Janes, Michles & Booth
BRYANT, KATHRYN S	Eric Stevenson & Chris Klotz, Stevenson Klotz
BULLARD, RAY CHARLES JR	John B Gann, Esq.
BURGE, DEBRA LEANN	Gerald McKenzie Law Firm
BURK, BRANDIE NICOLE	Eric Stevenson & Chris Klotz, Stevenson Klotz
BUSH KEELEY, AMANDA DAWN	Eric Stevenson & Chris Klotz, Stevenson Klotz
BYRD, DEANNA	Chris Janes, Michles & Booth
CAIN, PATRICK THOMAS	Chris Janes, Michles & Booth

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
CALLAHAN, CASSY NOEL	Eric Stevenson & Chris Klotz, Stevenson Klotz
CALLAHAN, MARGARETT JEANETTE	Eric Stevenson & Chris Klotz, Stevenson Klotz/Scott Barnes
CANNON, JOEY ANDREW	Gerald McKenzie Law Firm
CAPPS, ALVIN EDWIN	Chris Janes, Michles & Booth
CARLSON, BRENDA DIANE	Eric Stevenson & Chris Klotz, Stevenson Klotz
CARROLL, TED	Kevin Hausfeld, PA
CARTER, FRANK	Gerald Mckenzie Law Firm
CARTER, GLORIA JEAN	Scott Barnes, Ward & Barnes
CARTER, RONALD DEVON	Chris Janes, Michles & Booth
CASHER, LANGSTON LEBARON	Chris Janes, Michles & Booth
CASSITY, NETTIE JO	Eric Stevenson & Chris Klotz, Stevenson Klotz
CHAPMAN, HEATHER LEEANN	Scott Barnes, Ward & Barnes
CHEATUM, LESTER RAPHAEL	Eric Stevenson & Chris Klotz, Stevenson Klotz/Joseph Zarzaur
CHEATUM, WILLIE EDWARD	Kevin Hausfeld, PA
CLARK, DAVID JUNIOR II	Jake Evers, Evers Law Group
COLLINS, CHANTEL PAIGE	Eric Stevenson & Chris Klotz, Stevenson Klotz
CONLIN, HAILEY LEIGH	Eric Stevenson & Chris Klotz, Stevenson Klotz
COOK, RONALD EDWARD	Kevin Hausfeld, PA

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
COOLER, JEREMIAH	Chris Janes, Michles & Booth
COTITA, RICHARD MARTIN	Eric Stevenson & Chris Klotz, Stevenson Klotz
CRAFT, OTIS GLYNN	Eric Stevenson & Chris Klotz, Stevenson Klotz
CRAVATT, REANNA DESIREE	Chris Janes, Michles & Booth
CRAWFORD, LARRY EXUMA FURUE	Eric Stevenson & Chris Klotz, Stevenson Klotz
CROOKS, LAVERO MARKEY	Scott Barnes, Ward & Barnes
DALE, SENIOUS ANTUAN IV	Scott Barnes, Ward & Barnes
DALE, WILLIE LEE	Chris Janes, Michles & Booth
DANCY, REGGIE TURELL	Chris Janes, Michles & Booth
DAVIS, CODY ANDREW	Steven Melei, Esq.
DAVIS, JOHNNIE C SR	Jake Evers, Evers Law Group
DAVIS, MELINDA ANN	Scott Barnes, Ward & Barnes
DEAN, RENE HOWELL	Chris Janes, Michles & Booth
DEWALL, SHAUNA NICOLE	Eric Stevenson & Chris Klotz, Stevenson Klotz
DICKEY, JILL PATRICE	Chris Janes, Michles & Booth
DIGGS, JOHN MARCUS	Eric Stevenson & Chris Klotz, Stevenson Klotz
DIXON, CELESTE	Gerald McKenzie Law Firm
DIXON, WILLIE TYNELL	Jonothan Rotstein, Rotstein and Shiffman

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
DO, HUY XUAN	Scott Stone, Whibbs, Stone & Barnett
DOOLY, JOSHUA TROY	Eric Stevenson & Chris Klotz, Stevenson Klotz/John Gann
DOYLE, JOHN C	Eric Stevenson & Chris Klotz, Stevenson Klotz/Joseph Zarzaur
DOZIER, KENNETH CURTIS	Eric Stevenson & Chris Klotz, Stevenson Klotz
DRIES, TAYLOR MICHELE	Gerald McKenzie Law Firm
DUKES, BRIAN LAMAR	Gerald McKenzie Law Firm
DUKES, ROBERT JAMES JR	Camille Martin, Esq.
DULANEY, DARYL DONNELL JR	Chris Janes, Michles & Booth
DUMAS, THERESA	Vanessa Brice, Colling, Gilbert, Wright & Carter, LLC
DUNNAVANT, LARRY FRANK	Scott Stone, Whibbs, Stone & Barnett
DUNSON, LANE THOMAS	Kevin Hausfeld, PA
DYAL, WESTLEY DAVID	Kevin Hausfeld, PA
EAVES, JOEL TAVORIS	Scott Barnes, Ward & Barnes
ECONOMY, LAUREN NICOLE TWIN	Kevin Hausfeld, PA
EDGAR, MIRANDA LEIGH	Gerald McKenzie Law Firm
EDLER, EDWARD NEIL	Chris Janes, Michles & Booth
EDLER, TELISHA L	Gerald McKenzie Law Firm
EDWARDS, ZACKARY TAYLOR	Keith Weidner, Taylor, Warren & Weidner, PA

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
ENGLISH, LACRESHA RACHAEL	Eric Stevenson & Chris Klotz, Stevenson Klotz
EVANS, JERALD	Chris Janes, Michles & Booth
FLORES, MATTHEW WAYNE	Chris Janes, Michles & Booth
FOLEY, CHRISTOPHER RYAN	Scott Stone, Whibbs, Stone & Barnett
FOSTER, JAMES LEVOY	Chris Janes, Michles & Booth
FOSTER, JESSICA YVONNE	Kevin Hausfeld, PA
FOX, GINNY LYNN	Gerald McKenzie Law Firm
FRADEJAS, LARRY	Keith Weidner, Taylor, Warren & Weidner, PA
FRANKLIN, CECILY LASHAY	Scott Barnes, Ward & Barnes
FRITZ, DAVID JAMES	Eric Stevenson & Chris Klotz, Stevenson Klotz
FULPS, ANGELICKA ROSE	Gerald McKenzie Law Firm
GADDY, DEQUAN LEE	Chris Janes, Michles & Booth
GALES, ROBIN MARIE	Gerald McKenzie Law Firm
GALLOWAY, FRANKLIN UDESSA	Chris Janes, Michles & Booth
GASKEY, JOSHUA BRANDYN	Eric Stevenson & Chris Klotz, Stevenson Klotz
GASTON, RODNEY EUGENE	Eric Stevenson & Chris Klotz, Stevenson Klotz
GASZAK, DIANE MARIE	Chris Janes, Michles & Booth
GATWOOD, RAMONA LYNN	John B Gann, Esq.

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
GEORGE, CHRISTOPHER IAN	Jake Evers, Evers Law Group
GEORGE, DOMANICK MARTINEZ	Eric Stevenson & Chris Klotz, Stevenson Klotz
GERI, THOMAS JOSEPH	Kevin Hausfeld, PA
GILPATRICK, BRYAN JOSEPH	Chris Janes, Michles & Booth
GLASS, JONATHAN WAYNE	Eric Stevenson & Chris Klotz, Stevenson Klotz
GLAZE, DOMANIQUEKA NICOLE	Scott Barnes, Ward & Barnes
GOETZ, JEREMY AARON	Kevin Hausfeld, PA
GREEN, TREVON DAESHAUN	Kevin Hausfeld, PA
GRESHAM, HEATHER	Keith Weidner, Taylor, Warren & Weidner, PA
GRIER, SADE MONIQUE	Gerald McKenzie Law Firm
GUESSFORD, THOMAS JR	Eric Stevenson & Chris Klotz, Stevenson Klotz,
HADDER, VICKY MARIE	Chris Janes, Michles & Booth
HALE, WILLIE HOUSTON	Gerald McKenzie Law Firm
HAMILTON, HANNAH LEIGHANN	Scott Barnes, Ward & Barnes
HANKINSON, CHRIS	Rachel Gilmer, Levin Papantonio
HANNON, MAKOTO	Scott Barnes, Ward & Barnes
HARDAWAY, TYRELL NIGEL	Jake Evers, Evers Law Group
HARE, STEPHANIE LYNN	Jake Evers, Evers Law Group

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
HARIGEL, VINCENT JOSEPH	Scott Stone, Whibbs, Stone & Barnett
HARRIS, MARK ANTHONY J	Eric Stevenson & Chris Klotz, Stevenson Klotz
HARRIS, STEVEN MAURICE	Eric Stevenson & Chris Klotz, Stevenson Klotz
HAUFFE, GARY NORMAN	Chris Janes, Michles & Booth
HAWKINS, MICHAEL LYNN JR	Eric Stevenson & Chris Klotz, Stevenson Klotz
HAYNES, NATHAN ANTOINE	Eric Stevenson & Chris Klotz, Stevenson Klotz
HAYNES, YVONNE KATHERINE	Gerald McKenzie Law Firm
HENDERSON, ANTHONY PHILLIP	Kevin Hausfeld, PA
HENDERSON, BAKARI	Chris Janes, Michles & Booth
HENDERSON, CORNELIUS LEE	Chris Janes, Michles & Booth
HENDERSON, JEFFREY ONEAL	Jake Evers, Evers Law Group
HERMAN, JUNE DANETTE	Eric Stevenson & Chris Klotz, Stevenson Klotz
HICKS, MELISSA KAY	Chris Janes, Michles & Booth
HIGGINS, JENNIFER N	Eric Stevenson & Chris Klotz, Stevenson Klotz
HILL, JERMON DEVONTE	Chris Janes, Michles & Booth
HILTON, JULIUS CHEVALI	Eric Stevenson & Chris Klotz, Stevenson Klotz/Joseph Zarzaur
HINES, BRYAN ANDREW	Scott Barnes, Ward & Barnes
HIRMAN, SHANNON RENEE	Eric Stevenson & Chris Klotz, Stevenson Klotz

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NAME	Attorney - Per March 31, 2016 List Provided By Defendants
HOLIDAY, RANDY	Chris Janes, Michles & Booth
HOLLEY, FRANKLIN JOSEPH	Chris Janes, Michles & Booth
HOLLOWAY, JOHNATHAN MICHAEL	Scott Barnes, Ward & Barnes
HOLMES, SHANTEGO DEMETRIUS	Gerald McKenzie Law Firm
HOLT, RICHARD GEORGE III	Chris Janes, Michles & Booth
HOLZAPFEL, JAMES RICHARD III	Eric Stevenson & Chris Klotz, Stevenson Klotz
HOOPER, AZALEA APRIL	Scott Barnes, Ward & Barnes
HOWARD, AMANDA MARIA	Gerald McKenzie Law Firm
HOWARD, TANJIA	Chris Janes, Michles & Booth
HUGHES, JACQUELINE PILLON	Eric Stevenson & Chris Klotz, Stevenson Klotz
HULL, ANTONY TAWAIN	Henry C. Hunter & Associates, P.A.
HUMPHREY, JENNIFER ANN	Scott Barnes, Ward & Barnes
HURST, VERNON CHRISTOPHER	Chris Janes, Michles & Booth
IFTIKHAR, NAOMI VERNETTA	Eric Stevenson & Chris Klotz, Stevenson Klotz
IRAHETA, JUAN E	Scott Stone, Whibbs, Stone & Barnett
ISLAR, WILLIAM HENRY III	Chris Janes, Michles & Booth
IVEY, LARRY MICHAEL	Eric Stevenson & Chris Klotz, Stevenson Klotz
JACKSON, CRYSTAL DEVINE	Eric Stevenson & Chris Klotz, Stevenson Klotz

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NAME	Attorney - Per March 31, 2016 List Provided By Defendants
JAMES, DELISIA VANESE ANN	Chris Janes, Michles & Booth
JAMES, D'MONTREY ANTUAN	Kevin Hausfeld, PA
JENKINS, JERRY LEE JR	Eric Stevenson & Chris Klotz, Stevenson Klotz
JENKINS, LEE HURBERT	Scott Stone, Whibbs, Stone & Barnett
JOHNSON, BRYAN KEITH	Gerald McKenzie Law Firm
JOHNSON, JALISSA LACHEA	Chris Janes, Michles & Booth
JOHNSON, JANINE ELLEN	Eric Stevenson & Chris Klotz, Stevenson Klotz
JOHNSON, KEITH LEVERE	Jake Evers, Evers Law Group
JOHNSON, KELVIN JEROME SR	Eric Stevenson & Chris Klotz, Stevenson Klotz/Joseph Zarzaur
JOHNSON, MELANIE	Scott Barnes, Ward & Barnes
JOHNSON, MIRANDA LYNN	Eric Stevenson & Chris Klotz, Stevenson Klotz
JOHNSON, ROBERT DANIEL	Kevin Hausfeld, PA
JOHNSON, ROBIN DENISE	Quinn Baker, Esq.
JOHNSON, TERELL DEWAYNE	Chris Janes, Michles & Booth
JOHNSON, TAMARIA MARKISHA	Eric Stevenson & Chris Klotz, Stevenson Klotz/Gerald Mckenzie/Joseph Zarzaur
JONES, JESSICA	Chris Janes, Michles & Booth

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
JONES, MICHAEL WILLIAM	Kevin Hausfeld, PA
JONES, REGINALD DENATHAN	Kevin Hausfeld, PA
JONES, ROSALIND DANIELLE	Gerald McKenzie Law Firm
JONES, SYLVESTER	Eric Stevenson & Chris Klotz, Stevenson Klotz
JORDAN, REX ALLEN	Eric Stevenson & Chris Klotz, Stevenson Klotz
JOSEPH, DAMIAN	Eric Stevenson & Chris Klotz, Stevenson Klotz
KEELEY, AMANDA	Eric Stevenson & Chris Klotz, Stevenson Klotz
KENNEDY, KE'LONDREY	Gerald Mckenzie Law Firm
KENWORTHY, AMANDA NICHOLE	Eric Stevenson & Chris Klotz, Stevenson Klotz
KIRKLAND, AKAIVA SHENECE	Chris Janes, Michles & Booth
KITE, STEVEN DANIEL	Scott Barnes, Ward & Barnes
KNIGHT, DEVANTE AARON	Eric Stevenson & Chris Klotz, Stevenson Klotz
KNOTT, DE'QUARRIUS QUANTRELL	Eric Stevenson & Chris Klotz, Stevenson Klotz
KYLES, JUSTIN WAYNE	Eric Stevenson & Chris Klotz, Stevenson Klotz
KYLES, KENNETH	Scott Stone, Whibbs, Stone & Barnett
LAFFOON, CYNTHIA	Eric Stevenson & Chris Klotz, Stevenson Klotz
LAFRANCIS, JEFFREY ALAN	Chris Janes, Michles & Booth
LAMAR, JENNIFER ARLENE	Chris Janes, Michles & Booth/Gerald McKenzie

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
LANG, JERMAINE EARL	Eric Stevenson & Chris Klotz, Stevenson Klotz
LATNER, SHANNON LEA	Eric Stevenson & Chris Klotz, Stevenson Klotz
LEE, KOREY JOHN	Eric Stevenson & Chris Klotz, Stevenson Klotz
LEE, MARCUS DEWON	Gerald McKenzie Law Firm
LEE, RODNEY JEROME JR	Gerald McKenzie Law Firm
LEONARD, KENTARI DAVID	Scott Barnes, Ward & Barnes
LEWIS, DARRYL DONQUAL	Scott Stone, Whibbs, Stone & Barnett
LEWIS, JOSEPH LEE	Eric Stevenson & Chris Klotz, Stevenson Klotz
LINDSAY, DANIEL RUBEN	Chris Janes, Michles & Booth
LISENBY, SAMMIE RICHARD	Chris Janes, Michles & Booth
LOCKHART, LINDA FAYE	Eric Stevenson & Chris Klotz, Stevenson Klotz
LOPEZ, DAMIEN MATTHEW	Eric Stevenson & Chris Klotz, Stevenson Klotz
LOPEZ, RAMON ART	Jake Evers, Evers Law Group
LOPP, BARBARA JOAN	Eric Stevenson & Chris Klotz, Stevenson Klotz
LUCAS, RONNIE ROY	Eric Stevenson & Chris Klotz, Stevenson Klotz
LUZBEL, JOSE LUIS	Eric Stevenson & Chris Klotz, Stevenson Klotz
LYMONS, CALVIN	Vanessa Brice, Colling, Gilbert, Wright & Carter, LLC
LYNCH, TYLER PATRICK	Chris Janes, Michles & Booth

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
MACK, DARRYL ANTHONY	Henry C. Hunter & Associates, P.A.
MAJOR, TAMMARA LYNN	Scott Barnes, Ward & Barnes
MARCINIAK, JAMES EDWIN	Chris Janes, Michles & Booth
MARICONDA, CAROLINE MARY	Chris Janes, Michles & Booth
MARSHALL, ANTHONY	Eric Stevenson & Chris Klotz, Stevenson Klotz
MARSHALL, ROBERT	Joseph, Zarzaur, Zarzaur Law, P.A.
MARTIN, CLARENCE JOSEPH	Chris Janes, Michles & Booth
MASSEY, LONNIE JOE	Scott Barnes, Ward & Barnes
MATLOCK, BILLY CHRISTOPHER	James Biggart, Morgan & Morgan
MATTIS, ALBERT EDWARD	Chris Janes, Michles & Booth
MCCANTS, EBONY ANTTIONETTE	Scott Barnes, Ward & Barnes
MCCREARY, SAMUEL QUINTON	Scott Barnes, Ward & Barnes
MCCREARY, TERRY JEROME	Eric Stevenson & Chris Klotz, Stevenson Klotz
MCDOWELL, CHARLES DION	Kevin Hausfeld, PA
MCELWAIN, JEFFERY	Eric Stevenson & Chris Klotz, Stevenson Klotz
MCGLOTHREN, FEATHER LYNN	Eric Stevenson & Chris Klotz, Stevenson Klotz
MCCRUDER, CEDRIC DEVON	Scott Stone, Whibbs, Stone & Barnett
MCKAIN, STEVEN ROBERT	Jake Evers, Evers Law Group/Eric Stevenson & Chris Klotz, Stevenson Klotz

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
MCKENNAN, DYLAN BENTLEY	Eric Stevenson & Chris Klotz, Stevenson Klotz/Joseph Zarzaur
MCLAIN, MONICA ANNE	Chris Janes, Michles & Booth
MCNAMARA, KATHLEEN F	Eric Stevenson & Chris Klotz, Stevenson Klotz
MCNEIL, JOHN MCDUFFIE JR	Chris Janes, Michles & Booth
MICARI, JESSE DEAN	John Gann, Esq.
MIDDLETON, JERMAINE ANTON	Chris Janes, Michles & Booth
MILES, IVIORY LOUISE	Chris Janes, Michles & Booth
MILLENDER, DONALD RAY	Kevin Hausfeld, PA
MILLER, DEBRA LOUANN	Scott Stone, Whibbs, Stone & Barnett
MILLER, DOMINICK PAUL	Chris Janes, Michles & Booth
MILLER, VIRGINIA ELAINE	Jake Evers, Evers Law Group
MITCHELL, JOHN HENRY	Eric Stevenson & Chris Klotz, Stevenson Klotz
MITCHELL, SONDRAL ELAINE	Eric Stevenson & Chris Klotz, Stevenson Klotz
MOBLEY, JAVARIOUS N	Eric Stevenson & Chris Klotz, Stevenson Klotz
MONTGOMERY, JOYCE	Chris Janes, Michles & Booth
MONTGOMERY, KIMBERLY ANN	Gerald McKenzie Law Firm
MOORE, DANNY KAYE	Chris Janes, Michles & Booth
MOORE, JIMMIE JETT	Keith Weidner, Taylor, Warren & Weidner, PA

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
MOORE, JOHN HENRY	Chris Janes, Michles & Booth
MOORE, SAMANTHA LEE	Eric Stevenson & Chris Klotz, Stevenson Klotz
MORGAIN, CHRISTIAN EMMANUEL	Kevin Hausfeld, PA
MOYERS, SHAWN	Chris Janes, Michles & Booth
MULLINS, KIMBERLY ANN	Scott Barnes, Ward & Barnes
MYERS, HENRY JOE	Jake Evers, Evers Law Group
NEALY, DAVID LEE JR	Scott Barnes, Ward & Barnes
NELSON, SHAROLYN ALEDA	Scott Barnes, Ward & Barnes
NETTLES, DEON LANIER JR	Gerald McKenzie Law Firm
NEWBERRY, AMANDA CATHERINE	Eric Stevenson & Chris Klotz, Stevenson Klotz
NEWBURN, TERESA ANN	Scott Barnes, Ward & Barnes
NICHOLSON, DANIEL AARON	Eric Stevenson & Chris Klotz, Stevenson Klotz
NICHOLSON, WILLIAM DAVID II	Joseph Zarzaur, Zarzaur Law PA
OLDS, LASHAWNA SHANAE	Scott Stone, Whibbs, Stone & Barnett
ORR, HALE KALEEM	Kevin Hausfeld, PA
OWENS, MATTHEW VINCENT	Jake Evers, Evers Law Group
PANDOLFINI, BEATRIZ MARIE	Kevin Hausfeld, PA
PEADEN, JONATHAN SCOTT	Scott Barnes, Ward & Barnes

Exhibit C

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PERKINS, CAMERON	Chris Janes, Michles & Booth
PERNICIARO, ASHLEY NIKOLE	Scott Barnes, Ward & Barnes
PERRY, MICHAEL LEE	Eric Stevenson & Chris Klotz, Stevenson Klotz
PETERSON, JAKEMA JANTUR	Eric Stevenson & Chris Klotz, Stevenson Klotz
PETRILLO, CHRISTINA MARIE	Gerald McKenzie Law Firm
PHILLIPS, ARIEL GITANA	Gerald McKenzie Law Firm
PHILLIPS, CHERIE MICHELLE	Chris Janes, Michles & Booth
PICKERAL, ANGELA CORDELLA	Eric Stevenson & Chris Klotz, Stevenson Klotz
PICKETT, ERIC JERMAINE	Gerald McKenzie Law Firm
PICKETT, PRECIOUS SHREE	Chris Janes, Michles & Booth/Gerald McKenzie
PICKETT, RODNEY DARVON	Kevin Hausfeld, PA
POPE, KRISTIN AMBER	Eric Stevenson & Chris Klotz, Stevenson Klotz/Gerald Mckenzie
PORTER, REBECCA ANNICE	Eric Stevenson & Chris Klotz, Stevenson Klotz
POSEY, NATHANIEL	John Gann, Esq.
PRAHM, DORIS L	Scott Barnes, Ward & Barnes
PRATHER, MARCUS JEROME	Eric Stevenson & Chris Klotz, Stevenson Klotz
PRATHER, RYAN MICHAEL	Keith Weidner, Taylor, Warren & Weidner, PA
PRESSLEY, OZELL J	Chris Janes, Michles & Booth

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NAME	Attorney - Per March 31, 2016 List Provided By Defendants
PRITCHETT, JERMAINE ARNESS	John Gann, Esq.
PRUDHOMME, ADAM J	Chris Janes, Michles & Booth
PRUITT, ALEXANDER AQUESTRIAN	Scott Barnes, Ward & Barnes
PUCKETT, STEVEN CRAIG	Eric Stevenson & Chris Klotz, Stevenson Klotz/Kevin Hausfeld
QUILES, ANTONIO LOCARL	Eric Stevenson & Chris Klotz, Stevenson Klotz
QUINLAN, SHEILA DIANE	Kevin Hausfeld, PA
RAUGHTON, ANASTASIA CORNELIA	Scott Barnes, Ward & Barnes
RAWLS, MICHAEL LAVON JR	Chris Janes, Michles & Booth
RAY, DELYNDA CAROL	Eric Stevenson & Chris Klotz, Stevenson Klotz
REESE-JONES, CONSTANCE LASHAY	Eric Stevenson & Chris Klotz, Stevenson Klotz
RHOADES, SHAWN ANTHONY	Scott Stone, Whibbs, Stone & Barnett
RHODES, TAYLOR LEWIS	Eric Stevenson & Chris Klotz, Stevenson Klotz
RICHARDSON, JAMES KENNATH	Eric Stevenson & Chris Klotz, Stevenson Klotz
RICHARDSON, STACEY LLOYD	Jake Evers, Evers Law Group
ROBBINS, MARK EDWARD	Chris Janes, Michles & Booth
ROBERSON, MARKIA LATESHA	Eric Stevenson & Chris Klotz, Stevenson Klotz/Scott Barnes
ROBINSON, ALEXIS RENEE	Eric Stevenson & Chris Klotz, Stevenson Klotz
ROBINSON, DARIAN DEON	Eric Stevenson & Chris Klotz, Stevenson Klotz/Joseph Zarzaur

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
ROBINSON, JONATHAN LEE	Chris Janes, Michles & Booth
ROBINSON, SHAUNTRICE SHANTRELL	Scott Barnes, Ward & Barnes
RODGERS, QUATERIAN V	Eric Stevenson & Chris Klotz, Stevenson Klotz
ROGERS, CORBY LYNNETTE	Eric Stevenson & Chris Klotz, Stevenson Klotz
ROMAN, CURTIS JEROME	Eric Stevenson & Chris Klotz, Stevenson Klotz
ROSS, FELISA ANN	Gerald McKenzie Law Firm
ROYALS, DIANE	Chris Janes, Michles & Booth
RUCKER, SHACARA MONEA	Eric Stevenson & Chris Klotz, Stevenson Klotz
RUMAN, TISHA MARIE	Eric Stevenson & Chris Klotz, Stevenson Klotz
RUSSELL, CORIE KENDAL	Eric Stevenson & Chris Klotz, Stevenson Klotz
RYALS, JOSEPH	Chris Janes, Michles & Booth
SALTER, JOHN FRANK	Keith Weidner, Taylor, Warren & Weidner, PA
SALTER, LARRY RONELL SR	Eric Stevenson & Chris Klotz, Stevenson Klotz
SALTER, STEVEN BRENT	Kevin Hausfeld, PA
SATTERWHITE, JOHN LYDELL	Eric Stevenson & Chris Klotz, Stevenson Klotz
SAWYER, JEFFREY WILLIAM	Chris Janes, Michles & Booth
SCARRITT, RUSSELL DANIELS	Eric Stevenson & Chris Klotz, Stevenson Klotz
SCHNARR, ZACHARY CHARLES LEWIS	Eric Stevenson & Chris Klotz, Stevenson Klotz

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NAME	Attorney - Per March 31, 2016 List Provided By Defendants
SCOTT, TAYLOR BLADE	Eric Stevenson & Chris Klotz, Stevenson Klotz
SEAGRAVES, JEFFERY HAROLD	Eric Stevenson & Chris Klotz, Stevenson Klotz
SHARP, VANESA LEA	Eric Stevenson & Chris Klotz, Stevenson Klotz
SHOEMO, JAMES DARNELL SR	Chris Janes, Michles & Booth
SHOWERS, DAVID LEE	Scott Stone, Whibbs, Stone & Barnett
SHOWERS, MICHELLE ANGENETTE	Eric Stevenson & Chris Klotz, Stevenson Klotz
SIMMONS, DALLAS	Chris Janes, Michles & Booth
SIMMONS, PAMELA	Keith Weidner, Taylor, Warren & Weidner, PA
SIMMONS, ROBERT EARL	Casey Lott, Langston & Lott
SIMPSON, ANGELIA RENE A	Eric Stevenson & Chris Klotz, Stevenson Klotz
SINKFIELD, JAROCKIS TIRREL	Eric Stevenson & Chris Klotz, Stevenson Klotz
SMITH, AZIE DELL III	Eric Stevenson & Chris Klotz, Stevenson Klotz
SMITH, CALVIN ANTWANE	Gerald McKenzie Law Firm
SMITH, JON LESTER	Kevin Hausfeld, PA
SMITH, KATHY JEAN	Chris Janes, Michles & Booth
SMITH, NATHANIEL STEPHEN	Kevin Hausfeld, PA
SMITH, RODREQUEZ BERNARD	Eric Stevenson & Chris Klotz, Stevenson Klotz
SMITH, SHANNA J'NAI	Scott Barnes, Ward & Barnes

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NAME	Attorney - Per March 31, 2016 List Provided By Defendants
SMITH, TALACY MARKEE	Scott Barnes, Ward & Barnes
SMITH, TOSHA ANNETTE	Eric Stevenson & Chris Klotz, Stevenson Klotz
SMITH, WILLIAM ALAN	Jake Evers, Evers Law Group
SMOOT, DAVID CHARLES	Eric Stevenson & Chris Klotz, Stevenson Klotz
SORRELLS, SKYLER WARREN	Eric Stevenson & Chris Klotz, Stevenson Klotz
SPIKES, VAN GARY JR	Eric Stevenson & Chris Klotz, Stevenson Klotz/Gerald Mckenzie
SPOTVILLE, BRIAN	Chris Janes, Michles & Booth
STAGGS, NATHANIEL RAY	Kevin Hausfeld, PA
STALLWORTH, LATISSUA D	Gerald McKenzie Law Firm
STANTON, VERONICA	Vanessa Brice, Colling, Gilbert, Wright & Carter, LLC
STARR, GREGORY ALAN	Scott Barnes, Ward & Barnes
STEVENS-MCDONALD, TABITHA LASHAE	Gerald McKenzie Law Firm
STEVENSON, VICTOR SHADELL	Scott Stone, Whibbs, Stone & Barnett
STEVEYSON, WILLIE WADE JR	Kevin Hausfeld, PA
STEWART, ASHLEY MICHELLE	Eric Stevenson & Chris Klotz, Stevenson Klotz
STEWART, KIMBERLY ELIZABETH	Eric Stevenson & Chris Klotz, Stevenson Klotz
STROMAS, EMMETT JR	Chris Janes, Michles & Booth
STRONG, ANTHONY LADALE	Eric Stevenson & Chris Klotz, Stevenson Klotz

Exhibit C

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STURDIVANT, SANDRA DENISE	Gerald McKenzie Law Firm
SULLIVAN, BARRY	Chris Janes, Michles & Booth
SULLIVAN, SHERRY	Chris Janes, Michles & Booth
SUMMA, WILLIAM	Chris Janes, Michles & Booth
SYRIA, MICHAEL L	Eric Stevenson & Chris Klotz, Stevenson Klotz
TAYLOR, BRYAN DUEWARD JR	Kevin Hausfeld, PA
TAYLOR, DORI LEA	Scott Barnes, Ward & Barnes
TEAMER, DANICA S	Scott Barnes, Ward & Barnes
TEAMER, FONEAL MONTEL	Gerald McKenzie Law Firm
TERRELL, ANTHONY ANTONIO	Eric Stevenson & Chris Klotz, Stevenson Klotz
THAMES, JOHN LAWRENCE	Scott Barnes, Ward & Barnes
THOMAS, BRITNEY LASHONE	Scott Stone, Whibbs, Stone & Barnett
THOMAS, CALVIN DUDLEY JR	Eric Stevenson & Chris Klotz, Stevenson Klotz
THOMPSON, KASSIA	Chris Janes, Michles & Booth
THOMPSON, JOSHUA SHANE	John Gann, Esq.
THOMPSON, ROOSEVELT	Eric Stevenson & Chris Klotz, Stevenson Klotz
THORNHILL, MARK ANTHONY	Eric Stevenson & Chris Klotz, Stevenson Klotz
THURSTON, SANDRA DARLENE	Scott Barnes, Ward & Barnes

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NAME	Attorney - Per March 31, 2016 List Provided By Defendants
TIDWELL, KRISTY JO	Scott Barnes, Ward & Barnes
TILLMAN, JOSEPH KENDALL	Scott Stone, Whibbs, Stone & Barnett
TIPTON, JESSICA TERA	Scott Barnes, Ward & Barnes
TOCA, CHRISTINE JACQUELYN	Eric Stevenson & Chris Klotz, Stevenson Klotz/Scott Barnes
TOLES, LIONEL CHARLIE	Eric Stevenson & Chris Klotz, Stevenson Klotz
TOLLIVER, TARIS DONICE	Chris Janes, Michles & Booth
TREMBLY, MICHAEL BRANDON	Chris Janes, Michles & Booth
TRIMM, DAVID PATRICK	Scott Barnes, Ward & Barnes
TROMMELEN, AARON RYAN	Chris Janes, Michles & Booth
TULLY, BARNEY EDWIN JR	Joseph Zarzaur, Zarzaur Law PA
VARVORINES, ROBERTA (BARBARA?)	Chris Janes, Michles & Booth
VEGA, ADRIAN ALEXANDER	Chris Janes, Michles & Booth
VICK, ALIA JASETTE	Scott Barnes, Ward & Barnes
WAGERS, ROBERT TIMOTHY	Eric Stevenson & Chris Klotz, Stevenson Klotz
WALLACE, TAMEKIA MONSHAY	Gerald McKenzie Law Firm
WARE, CHEVEZ DEJESUS	Scott Barnes, Ward & Barnes
WARREN, CHRISTINA LEE	Eric Stevenson & Chris Klotz, Stevenson Klotz
WASHINGTON, ALEXIS ARKEIA	Eric Stevenson & Chris Klotz, Stevenson Klotz

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
WASHINGTON, TELAWN OQWINTÉ	Eric Stevenson & Chris Klotz, Stevenson Klotz/Gerald Mckenzie/Joseph Zarzaur
WATSON, CHARLES TYRONE	Chris Janes, Michles & Booth
WEATHERSPOON, EDWARD DANTAYE	Jake Evers, Evers Law Group
WEAVER, REBA MARIE	Eric Stevenson & Chris Klotz, Stevenson Klotz
WEBB, ROGER WAYNE	Eric Stevenson & Chris Klotz, Stevenson Klotz
WEBER, TERESA AUGUSTA	Eric Stevenson & Chris Klotz, Stevenson Klotz
WEBSTER, CREWSHAE DONTA	Jake Evers, Evers Law Group
WEINSTEIN, DAVID PAUL	Robert Scott Cox, Esq.
WELLS, JASON ROLAND	Chris Janes, Michles & Booth
WELLS, WILLIAM HARVEY III	Eric Stevenson & Chris Klotz, Stevenson Klotz
WESTMORE, DOROTHY F	Scott Barnes, Ward & Barnes
WHELAN, CHRISTOPHER	Chris Janes, Michles & Booth
WHISLER, JULIOUS DOMINICK	Eric Stevenson & Chris Klotz, Stevenson Klotz
WHITE, DEONDREZ DEQUAN	Scott Stone, Whibbs, Stone & Barnett
WHITE, ELIZABETH ASHLEY	Chris Janes, Michles & Booth
WHITE, MARY ELIZABETH	Eric Stevenson & Chris Klotz, Stevenson Klotz
WHITING, CLAUDE LEE	Jake Evers, Evers Law Group
WHITTEN, KEARY DOUGLAS	Eric Stevenson & Chris Klotz, Stevenson Klotz

Exhibit C

NAME	Attorney - Per March 31, 2016 List Provided By Defendants
WIGHT, THOMAS STUART	Jake Evers, Evers Law Group
WILLIAMS, ANDRE D	Gerald McKenzie Law Firm
WILLIAMS, CARLOS DEONTREZ JR	John Gann, Esq.
WILLIAMS, HEATHER LAN	Kevin Hausfeld, PA
WILLIAMS, WALTER LEE JR	Kevin Hausfeld, PA
WILSON, ANGELA DIANE	Chris Janes, Michles & Booth
WILSON, CHRISTOPHER MICHAEL	Eric Stevenson & Chris Klotz, Stevenson Klotz
WILSON, CINDY DIANE	Eric Stevenson & Chris Klotz, Stevenson Klotz
WILSON, GERALD ANDRE	Eric Stevenson & Chris Klotz, Stevenson Klotz
WILSON, RICHARD BRANDELL	Chris Janes, Michles & Booth
WILT, BRETT RANDALL	Chris Janes, Michles & Booth
WOERNER, JUSTIN EARL	Eric Stevenson & Chris Klotz, Stevenson Klotz
WRIGHT, EDRIC DEONDRAY	Chris Janes, Michles & Booth
WRIGHT, LEONTE DEMETRIS	Kevin Hausfeld, PA
YATES, DWAYNE MICHAEL	Gerald McKenzie Law Firm
YELVERTON, DON JOSEPH	Chris Janes, Michles & Booth
YOUNG, LAKENDRIC LASHUN	Eric Stevenson & Chris Klotz, Stevenson Klotz
YOUNG, MICHAELA ALAURA	Scott Barnes, Ward & Barnes

EXHIBIT D:

Form of Final Approval Order

CLAIRE ALLEN, ET AL,

PLAINTIFFS

V.

A.E. NEW JR., INC.,

ET AL.,

DEFENDANTS

)CASE NO. 2015-CA-000722

DIVISION NO. C

4846-5499-9624.IID\ALLEMAN, THOMAS - 732607\000013

& Associates, Inc., Klocke and Associates, Inc., Premier Engineering, Rebol-Battle & Associates, and SEMCO of Pensacola Inc., (collectively, "Defendants") have jointly moved the Court for final approval of the proposed Class Settlement Agreement and General Release ("Agreement").¹ Additionally, there are pending petitions for awards of fees and expenses.

On _____, 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. On _____, this Court conducted a Fairness Hearing to: (a) determine whether this Action should be finally certified as a class action for settlement purposes pursuant to Rule 1.220 of the Florida Rules of Civil Procedure; (b) determine whether the proposed Settlement and the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate and should be finally approved by the Court; (c) entertain any objections of the non-opting out Settlement Class Members and any other affected person(s) as to the certification of the Settlement Class, the proposed settlement, or any other matter related thereto; (d) rule on any other matter pertaining to the proposed Settlement; and (e) determine whether final judgment should be entered in the Action pursuant to the Settlement Agreement..

The Court determines that the notices provided to the Settlement Class Members have fully complied with all requirements of due process, Rule 1.220 of the Florida Rules of Civil Procedure, and the notice plan approved by this Court in the Preliminary Approval

¹ As used in this Order, terms in Capital Letters have the meanings set forth in the Class Settlement Agreement and General Release.

Order, and confer upon this Court personal jurisdiction over the Settlement Class. Notice also has been given to the Florida Department of Revenue, Florida Agency for Health Care Administration Third Party Liability Unit, Florida League of Cities, and the Department of Health and Human Services Centers for Medicare and Medicaid Services as set forth in the Agreement, and each Notice Recipient has had an opportunity to appear or otherwise intervene. [The following Notice Recipients have appeared or intervened: _____.]

Members of the Settlement Class and Notice Recipients have been notified of this hearing to address the fairness of the proposed Settlement to the Settlement Class and given an opportunity to appear and to present argument, authorities, evidence and objections to the class certification for settlement purposes or the settlement. All persons requesting to be heard have been heard. The Court has also received and considered arguments and evidence from the attorneys for the respective Parties in connection with the proposed final compromise and settlement of the Action. Based on the oral and written argument and evidence presented in connection with the motions, the Court makes the following findings of fact:

A. The Settlement Class preliminarily certified by order of this Court for settlement purposes only is appropriate for final certification as set forth in the Agreement, and is hereby finally certified under Rule 1.220 of the Florida Rules of Civil Procedure. The Settlement Class is defined as:

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 have a claim through the Claimant due to said relationship.

The Court makes no findings regarding whether the Settlement Class would be appropriate for class certification in the absence of the proposed Settlement.

1. The Settlement Class consists of at least 668 members and is so numerous that joinder of all members is impracticable.
2. There are questions of law and fact common to the Settlement Class as set forth in the Declarations of Class Counsel. The Settlement Class asserts claims against the Defendants in connection with the Explosion.
3. The Claims of the Settlement Class Representatives are typical of the Claims of the Settlement Class Members in that the Settlement Class Representatives, like all Settlement Class Members, alleges, personal injuries and other damage from the Explosion.
4. The Settlement Class Representatives have fairly and adequately represented and protected the interests of the Settlement Class. 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 Fire. In addition, the Settlement Class Representatives have vigorously prosecuted the interests of the Settlement Class through well-qualified counsel experienced in similar

class action litigation, at all times during negotiations of the Settlement Agreement and its presentation to the Court. The Court finds that there are no conflicts between the Settlement Class Representatives and the remaining Settlement Class Members because each "level" on the Administrator's scoring grid is represented.

5. Having taken into consideration the matters listed in Rule 1.220, the Court finds that in the context of the proposed class settlement, common issues related to alleged personal injuries and other damage from the Explosion predominate over questions affecting Individual Settlement Class Members. All of the injuries being addressed in the Settlement arise from a single common cause: the Explosion. Accordingly, in the context of the Agreement, questions of law and fact common to the Settlement Class Members predominate over any questions affecting only Individuals. Furthermore, in the context of the Settlement, a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

B. The consideration to be given to members of the Settlement Class under the terms of the Agreement is reasonable considering the strengths and weaknesses of the claims of the Settlement Class, and represents the most that the Settlement Class is likely to recover.

C. The Agreement is fair, adequate, and reasonable and in the best interests of the Settlement Class.

D. The Settlement Class has at all times, including during the negotiation of the Settlement Agreement and its presentation to the Court, been represented by competent

counsel. Class Counsel has recommended to the Court that the Settlement Agreement be approved. Class Counsel has exercised skill and experience in representing the Settlement Class, and their work has resulted in a substantial benefit to the Settlement Class. Class Counsel have waived a separate Class Counsel fee in order to benefit the Class, but remain entitled to recover a fee and expenses from individual class members they represent according to the terms of their fee agreements.

E. Notice of the Settlement Agreement has been provided and published in accordance with this Court's Preliminary Approval Order dated _____ and the notice plan contained therein. The notice actually given in the manner specified in the Preliminary Approval Order provided the best notice practicable under the circumstances, and was reasonably calculated to communicate actual notice of the Action and Agreement to members of the Settlement Class. The Court finds that the notice which has been given is consistent with and satisfies the due process rights of the entire Settlement Class.

F. The persons who timely filed requests to be excluded from the Settlement Class in accordance with the procedures set out in the Settlement Agreement ("Opt-Outs") are listed on Exhibit A to this order.

G. The Court finds that the Settlement Agreement was the result of arm's length negotiation, was entered into in good faith by the Parties, and was not the product of fraud or collusion.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court reaffirms its prior 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 Agreement and Escrow Agreements executed in connection with the Agreement. All fees and expenses of the Settlement Administrator shall be paid exclusively from the Settlement Amount pursuant to the terms of the Agreement. The Settlement Administrator hereby confirms His 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 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 all Liens according to the procedure set forth in the Agreement, the Settlement Administrator shall pay from each Settlement Class Member's distribution from the Settlement Fund 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 Agreement after reduction for the \$35,000 previously advanced. 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.

6. The Settlement Administrator and Robert Heath, Esq., previously appointed by the Court help pro se Claimants complete their Claim Forms with this service to continue throughout the life of the Settlement, each are directed to provide the Court with an accounting of fees and expenses for approval.

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).

8. The Parties agree that FOLLOWING DUE DILIGENCE except for (Insert names of those insurers who are not paying policy limits) each 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.

9. 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.

10. All members of the Settlement Class certified in this Order (other than the opt-outs listed on Exhibit A, 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.

11. 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.

12. 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, listed on the attached Exhibit A, without prejudice.

13. 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 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.

14. 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.

15. 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.

16. 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.

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

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

19. 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.

DONE AND ORDERED THIS ____ DAY OF _____, 2017

JUDGE

EXHIBIT E:

Form of Escrow Agreement

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

CLAIRE ALLEN, ET AL,

PLAINTIFFS

v.

A.E. NEW JR., INC.,

ET AL,

DEFENDANTS

CASE NO. 2015-CA-000722

DIVISION NO. C

ESCROW
AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into as of _____, 2017, and executed by and among the following Parties: A.E. New, Jr., Inc., BITCO National Insurance Co., Alliance Laundry Holdings, LLC, Sentry Insurance Co., The City of Pensacola d/b/a Pensacola Energy, Associated Electric and Gas Services, Ltd., Caldwell Associates Architects, Inc., Atlantic Specialty Insurance Co., Coin Laundry Equipment Co., Inc., Certain Underwriters at Lloyd's, London, Escambia County, Florida, Great American Excess & Surplus Co., Columbia Casualty Company and ONB Benefits Administration, LLC d/b/a JWF Specialty Co., Futch Design Associates, AXIS Surplus Insurance Co., Glaze Communications, H.M. Yonge & Associates, Inc., Liberty International Underwriters, Klocke and Associates, Inc., XL Specialty Insurance Co., Premier Engineering, AXIS Insurance co., Rebol-Battle & Associates, Landmark American Insurance Co., SEMCO Inc., and Southern Owners, Insurance Co. (collectively, "Defendants") and the Settlement Class (as defined by the Class Settlement Agreement), acting by and through "Settlement Class Counsel" (as defined by the Class Settlement Agreement), and Edgar C. Gentle, III, acting as Settlement Administrator (as defined by the Class Settlement Agreement) and as Escrow Agent.

RECITALS

A. Pursuant to that certain Class Settlement Agreement and General Release (the "Class Settlement Agreement") dated _____, 2017 by and among the Defendants, the Settlement Class, and the Settlement Class Counsel, the Parties have agreed to settle the above referenced litigation subject to approval of the Court under Florida Rule of Civil Procedure 1.220. Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings given to those terms in the Class Settlement Agreement.

B. The Parties have agreed that the settlement amount specified by Section 9.2.1 of the Class Settlement Agreement shall be deposited by Defendants with Escrow Agent subject to the terms of this Agreement, for the satisfaction of obligations more completely described in the Class Settlement Agreement.

AGREEMENT

In consideration of the mutual promises and covenants of the Parties and Escrow Agent and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Establishment of Escrow Fund.

(a) The Parties hereby appoint Edgar C. Gentle, III as Escrow Agent to serve as Escrow Agent under and to administer the terms of this Agreement. Mr. Gentle accepts such appointment as Escrow Agent subject to the terms and conditions of this Agreement. The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement; and no other or further duties or responsibilities of the Escrow Agent shall be implied.

(b) Defendants shall deposit the amount specified by Section 9.2.1 of the Class Settlement Agreement (including any adjustments based on Section 4.2 of the Class Settlement Agreement) with Escrow Agent (which amount, together with all accrued interest thereon, less any amounts distributed hereunto pursuant to the terms hereof, the "Escrow Fund"). These funds will be held by Escrow Agent for the benefit of the Settlement Class Members and shall be released and disbursed by Escrow Agent only in accordance with the terms of this Agreement and the Class Settlement Agreement.

2. Investment and Accounting of the Escrow Fund.

(a) The Escrow Agent shall invest the Escrow Fund so as to eliminate any principal volatility risk by limiting the Escrow Fund investment regimen to short term Treasury Notes maturing before there is a liquidity need for the monies so invested and Federal Government security money market funds. Any loss incurred from an investment made pursuant to this Section 2 shall be borne by the Escrow Fund. All income and earnings upon the Escrow Fund shall be held as part of the Escrow Fund and paid as part of the Escrow Fund. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

(b) Receipt, investment and reinvestment of the Escrow Fund shall be confirmed by Escrow Agent as soon as practicable by account statement. Escrow Agent shall deliver to the Parties a monthly accounting in writing of property constituting the Escrow Fund and all distributions therefrom during such month. Any discrepancies in any such

account statement or accounting shall be noted by Parties to Escrow Agent within sixty (60) calendar days after receipt thereof. Failure to inform Escrow Agent in writing of any discrepancies in any such account statement or accounting within said sixty (60) day period shall conclusively be deemed confirmation of such account statement or accounting, as applicable, in its entirety.

3. Disbursements of Funds from Escrow Fund. Escrow Agent is hereby directed to make disbursements of all or part of the Escrow Fund as follows:

(a) Escrow Agent shall deliver to Settlement Class Counsel such funds as may be required to satisfy Settlement Class Counsel's attorneys' fees and expenses (including reimbursement for Class Notice costs), but only upon Escrow Agent's receipt of any of the following:

(i) An order by the Court directing the payment to Settlement Class Counsel or their attorneys' fees and expenses (including reimbursement for Class Notice Costs) and Class Representative Incentive Awards and setting the amount of same and a certification by Settlement Class Counsel that has been served on Escrow Agent and the Defendants stating that the Court's order is final and unappealable; provided however that Escrow Agent shall not deliver any funds set forth in the Court's order if an Objection Motion is filed with the Court and served on the Escrow Agent within ten (10) business days following the date of the Settlement Class Counsel's certification; or

(ii) A certificate signed jointly by the Defendants and Settlement Class Counsel directing the release and disbursement of funds from the Escrow Fund to Settlement Class Counsel, stating the amount to be so released and disbursed.

(b) Escrow Agent shall deliver to Settlement Class Members and their Individual Counsel for their attorneys' fees and expenses such funds as may be required pursuant to Article 9 of the Class Settlement Agreement but only upon Escrow Agent's performance of any of the following:

(i) Distribution of a certificate signed by Escrow Agent stating:

(A) the total monies to be distributed to the Settlement Class Members and their Individual Counsel for their attorneys' fees and expenses for Monetary Benefits and the total number of Settlement Class Members to receive such claims, (B) the number, if any, of unresolved claims and the reason that the claims remain unresolved, (C) the estimated amount of unpaid Settlement Administrator costs and expenses remaining prior to Termination of the Escrow Fund, the reserve amount retained in the Escrow Fund for such costs, and an explanation for same, and (D) the date upon which the Escrow Agent intends to make the payments referenced in (A) to the Settlement Class Members and their

Individual Counsel for their attorney's fees and expenses (the "Distribution Notice"); provided however that Escrow Agent shall not deliver any funds set forth in the Distribution Notice if an Objection Motion is filed with the Court and served on the Escrow Agent within ten (10) business days following the date of the Distribution Notice; or

(ii) Receipt of a certificate signed jointly the Defendants and Settlement Class Counsel directing the release and disbursement of funds from the Escrow Fund to the Settlement Class Members, stating the amount to be so released and disbursed.

(c) Escrow Agent shall draw for its own account and pay such other funds as may be required to pay his reasonable fees and expenses in the administration of the class settlement pursuant to the Class Settlement Agreement (including payment of the Third Party Neutral costs) and this Agreement but only upon Escrow Agent's performance of any of the following:

(i) Distribution of a certificate signed by Escrow Agent including (A) an invoice or other detailed description of the amount, basis and recipient for the payment, and (B) the date upon which the Escrow Agent intends to make the payments referenced in (A) (the "Distribution Notice"); provided however that Escrow Agent shall not deliver any funds set forth in the Distribution Notice if an Objection Motion is filed with the Court and served on the Escrow Agent within ten (10) business days following the date of the Distribution Notice; or

(ii) Receipt of a certificate signed jointly by the Defendants and Settlement Class Counsel directing the release and disbursement of funds from the Escrow Fund to the Settlement Class Members, stating the amount to be so released and disbursed.

(d) Escrow Agent shall pay directly to the Internal Revenue Service or other taxing authority such funds as may be required to satisfy income taxes pursuant to Section 8 of this Agreement.

(e) The term "Objection Motion" shall mean a written motion filed with the Court and served on the Defendants, Settlement Class Counsel, and the Escrow Agent setting forth the reasons for the objecting party's good faith belief that the party requesting payment under the terms of the Class Settlement Agreement from the Escrow Funds is not entitled to such payment and the basis for such reasons. The Objection Motion shall be resolved by the Court under its continuing jurisdiction to administer the Class Settlement Agreement. The Escrow Agent will not make the contested payment until the Objection Motion is resolved and that resolution is final and unappealable.

4. Termination of Escrow Fund. This Agreement and the Escrow Fund provided for herein shall terminate on the earliest to occur of (a) the date when all of the Escrow Fund shall have been released and disbursed in accordance with the terms of this

Agreement; or (b) the date Escrow Agent receives written notice signed jointly by the Defendants and Settlement Class Counsel terminating this Agreement and providing Escrow Agent with written instructions with respect to the release and disbursement of the Escrow Fund at the time of such termination. At the termination of the Escrow Fund, the Escrow Agent shall submit a final fiduciary accounting to the Court and the Parties for review and approval. Any of the Parties or the Court may at their option (but not obligation) require an outside audit or compilation of the final accounting.

5. Escrow Agent Fees. Escrow Agent may include within its fees described in Section 3(c) a reasonable fee for management of the Escrow Fund and Escrow Agent's other duties described herein.

6. Scope of Undertaking. In no event shall the Defendants have any liability or responsibility with respect to the distribution and administration of the Escrow Funds, including but not limited to, the costs and expenses of such distribution and administration.

7. Patriot Act Disclosure/Taxpayer Identification Numbers/Tax Reporting. (a) Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA PATRIOT Act") may require Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent's identity verification procedures require Escrow Agent to obtain information which may be used to confirm the Parties' identity including without limitation name, address and organizational documents ("identifying information"). The Parties agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by Escrow Agent.

8. Tax Reporting.

(a) The Parties and Escrow Agent agree that the Escrow Fund is intended to be, and shall be treated as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. The Escrow Agent, and as required the Parties, shall timely make such elections as necessary or advisable to effect this agreed tax treatment, including the "relation-back election" (as defined by Treasury Regulation 1.468B-1) to the earliest permitted date. The Escrow Agent shall function as the "administrator" of the Escrow Fund as defined by Treasury Regulation § 1.468B-2(k)(3), and timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and shall cause the appropriate filings to occur. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Escrow Funds. All taxes shall be paid exclusively from the Escrow Funds.

(b) Taxes and tax expenses of the Escrow Fund shall be treated as, and considered to be, a cost of administration of the Class Settlement Agreement and shall be timely paid or reimbursed by the Escrow Agent out of the Escrow Funds without prior order from the Court pursuant to Section 3(d) of this Agreement. In the event

that the Defendants are determined to have any tax liability with respect to the Escrow Fund, the Escrow Agent shall pay directly from the Escrow Fund any taxes or tax expenses to which the Defendants are subject. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution out the Escrow Funds any funds necessary to pay any tax or tax expenses, including the establishment of adequate reserves for any taxes or tax expenses, as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2.

(c) The Escrow Agent may retain or hire a qualified third party to perform any of its duties or responsibilities specified by this Section 8. The fees and expenses of such qualified third party shall be considered costs of administration of the Class Settlement Agreement and shall be payable from the Escrow Fund under Section 3(c).

(d) It is the sole responsibility of the Settlement Class Members to pay taxes, plus any penalties and interest, on any amounts received by them pursuant to the Class Settlement Agreement, and the Defendants shall have no liability for such taxes, penalties or interest or for the determination thereof

9. Notices and Funds Transfer Information. All communications hereunder shall be in writing, provided to the persons identified in Section 14 of the Class Settlement Agreement and shall be deemed to be duly given and received:

(a) upon delivery, if delivered personally, or upon confirmed transmittal, if by facsimile or electronic mail;

(b) on the next Business Day (as hereinafter defined) if sent by overnight courier; or

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute an original.

11. Successors and Assigns. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned by operation of law or otherwise without the prior written consent of each of the Parties and Escrow Agent.

12. Severability. The provisions of this Agreement will be deemed severable, and if any provision or part of this Agreement is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired but will remain binding in accordance with their terms.

13. Headings. The Section headings in this Agreement are for convenience of reference only and will not be deemed to alter or affect the meaning or interpretation

of any provisions hereof.

14. Waiver. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

15. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of the Parties and Escrow Agent.

16. Parties in Interest. None of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the Parties and Escrow Agent and their respective successors and permitted assigns, if any.

17. Entire Agreement. This Agreement and the other agreements referred to herein set forth the entire understanding of the Parties and Escrow Agent relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof.

18. Compliance with Court Orders. The Parties and Escrow Agent expressly recognize that the Court has continuing jurisdiction to administer the Class Settlement Agreement and agree to venue in the Circuit Court of the First Judicial Circuit Court in and for Escambia County, Florida for the resolution of any and all disputes arising under this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of Florida. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. All signatures of the parties to this Agreement may be transmitted by facsimile, and such facsimile will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party

[Signature page follows]

Dated as of ____ day of _____, 201_.

Settlement Class Counsel

Christopher P. Janes

Adrian R. Bridges

Eric D. Stevenson

J. Christopher Klotz

Casey L. Lott

Robert N. Heath, Jr.

Counsel for the Individual Class Members

Defendants

A.E. New, Jr., Inc.

By: _____

Its: _____

BITCO National Insurance Co.

By: _____

Its: _____

Alliance Laundry Holdings, LLC

By: _____

Its: _____

Sentry Insurance Co.

By: _____

Its: _____

The City of Pensacola d/b/a Pensacola Energy

By: _____

Its: _____

Associated Electric and Gas Services, Ltd.

By: _____

Its: _____

Caldwell Associates Architects, Inc.

By: _____

Its: _____

Atlantic Specialty Insurance Co.

By: _____

Its: _____

Coin Laundry Equipment Co., Inc.

By: _____

Its: _____

Certain Underwriters at Lloyd's, London

By: _____

Its: _____

Escambia County, Florida

By: _____

Its: _____

Great American Excess & Surplus Co.,

By: _____

Its: _____

Columbia Casualty Company

By: _____

Its: _____

ONB Benefits Administration, LLC d/b/a JWF Specialty Co.

By: _____

Its: _____

Futch Design Associates

By: _____

Its: _____

AXIS Surplus Insurance Co.

By: _____

Its: _____

Glaze Communications

By: _____

Its: _____

H.M. Yonge & Associates, Inc.

By: _____

Its: _____

Liberty International Underwriters

By: _____

Its: _____

Klocke and Associates, Inc.

By: _____

Its: _____

XL Specialty Insurance Co.

By: _____

Its: _____

Premier Engineering

By: _____

Its: _____

AXIS Insurance Co.

By: _____

Its: _____

Rebol-Battle & Associates

By: _____

Its: _____

Landmark American Insurance Co.

By: _____

Its: _____

SEMCO Inc.

By: _____

Its: _____

Southern Owners, Insurance Co.

By: _____

Its: _____

Agreed to By Settlement Administrator and Escrow Agent

Its: _____

Edgar C. Gentle, III

EXHIBIT F:

Motion for Preliminary Approval

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

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 C

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AND
CERTIFICATION OF SETTLEMENT CLASS**

NOW COME Plaintiffs, by and through their Attorneys of Record, and move for prelliminary approval of a proposed settlement on the terms specified in the Settlement Agreement and General Release attached hereto and incorporated herein by reference (hereinafter "Agreement")¹ of this action (hereinafter the "Litigation"), which is unopposed by Defendants A.E. New, Jr., Inc., Caldwell Associates Architects, Inc., Escambia County, Florida, Alliance Laundry Holdings, LLC, The City Of Pensacola D/B/A Pensacola Energy, Coin Laundry Equipment Co., Inc., Futch Design Associates, LLC, Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier

¹ As used in this Motion, capitalized words and terms have the meaning given in the Agreement.

Engineering, Rebol-Battle & Associates, and Semco of Pensacola, Inc. The terms of this Settlement are set forth in the Agreement attached hereto as Exhibit 1. As grounds in support thereof, Plaintiffs state:s:

1. Plaintiffs originally filed this case ntiffs on April 29, 2015. Plaintiffs filed an Amended Complaint on _____, 2017, seeking leave , pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, to certify a class of those individuals who were at the scene of the Explosion as described in the Amended Class Action Complaint, for alleged liability and damages to Plaintiffs and the Settlement Class Members defined in the Amended Class Action Complaint in connection with the Fire.
2. If approved, the Settlement provides the following benefits to the Settlement Class:
 - A. Up to Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) (hereinafter the "Fund") to the Settlement Class subject to erosion of policy limits, to be distributed as set forth in the Agreement, Escrow Agreements and documents accompanying this Motion..
 - B. All costs of Notice are presently estimated to be approximately \$5,000, and shall be borne by the Fund. All costs of Claims Administration shall be borne by the Fund.
 - C. Attorneys' fees and costs of litigation to be paid from the Fund, subject to Court approval, in an amount not to exceed one-third of the value of the Settlement Amount.
 - D. The remainder to the Fund will be deposited into Escrow or other accounts as set forth in the Agreement, and subsequently distributed to the Class as set forth in the Agreement.
3. This Settlement is a claims-based settlement. Potential Claimants shall complete the proposed Claim Form in Exhibit 2. Plaintiffs respectfully request that this Honorable Court find the Claim Form to be fair and reasonable and approve it.

4. The Settlement was negotiated at arms-length by Counsel for the Parties and is fair, just, reasonable, valid and adequate, subject to any objections that may be raised at a Fairness Hearing to be set by the Court.
5. While Plaintiffs are confident of a favorable determination on the merits of Plaintiffs' claims, Plaintiffs have determined that the proposed Settlement provides significant benefits to and is in the best interests of the Settlement Class in light of the uncertainty posed by this pending matter and Defendants' lack of significant resources beyond those allocated to the proposed Settlement. Plaintiffs opine that the Settlement is appropriate in light of the expense and time required to pursue the Action, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting claims like those asserted by Plaintiffs. Defendants believe they have substantial and meritorious defenses to Plaintiffs' claims, but nonetheless have determined that it is desirable to settle the Action on the terms set forth in the Agreement. Accordingly, Plaintiffs move the Court for an order preliminarily approving the proposed Settlement as fair, adequate and reasonable, and within the range of possible final approval and provisionally certifying the Settlement Class pursuant to *Rule 1.220, Fla. R. Civ. P.*.
6. Plaintiffs also seek Court approval of the notice program and request findings that it constitutes the best notice practicable under the circumstances, satisfies due process, Rule 1.220, and other applicable law. Lastly, Plaintiffs request that the Court set the date and time for the Final Approval Hearing and Claims, Objection and Opt-Out deadlines.

7. For Settlement purposes only, Plaintiffs Christopher Hankinson, the Estate of Robert Earl Simmons, Cornelius Lee Henderson and Ronnie Lucas, Bryan Joseph Gilpatrick and Domanick George, Bakarl Henderson and Rex Jordan, Gary Norman Hauffe and DeMarco Banks, Cameron Perkins and James Richardson, Shawn Moyers and Otis Craft, Joyce Montgomery, and Shannon Hankinson, as a claimant in her own right and as spouse of claimant Christopher Hankinson, have agreed to serve as the Settlement Class Representatives for the Settlement Class. Plaintiffs request that they be so appointed.
8. Plaintiffs respectfully request that the Court designate Christopher P. Janes and Adrian R. Bridges of Michles & Booth, Pensacola, Florida, Eric D. Stevenson and J. Christopher Klotz of Stevenson Klotz, Pensacola, Florida and Casey L. Lott of Langston & Lott, Booneville, Mississippi, as Class Counsel.
9. Plaintiffs respectfully request that the Court affirm the authority of Settlement Class Counsel to execute the Settlement Agreement on behalf of the Settlement Class Members.
10. Plaintiffs respectfully submit that the term "Class" is defined in the Agreement, 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,

11. The Settlement Class as described in the Agreement consists of at least 668 Class Members and is so numerous that joinder of all members is impracticable.
12. The Parties have agreed to settle the Claims asserted for a sum not to exceed Seventeen Million Five Hundred Thousand Dollars (\$17,500,000), subject to erosion of policy limits. The proposed Settlement is inclusive of all claims, payment of notice costs, attorneys' fees, costs and expenses, , and all other items of liability. This is a full-distribution non-reversionary settlement to be paid into the Plan after the payment of notice costs, attorneys' fees, costs and expenses. No sums will revert to Defendants. The proposed payments under the Agreement will directly benefit the Settlement Class Members and represent a reasonable compromise of the Settlement Class Members' claims against Defendants.
13. The Parties respectfully request that a Fairness Hearing be held by the Court:
 - a. To determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate and should be approved by the Court under Rule 1.220, and whether a Final Approval Order should be entered;
 - b. To consider such other matters as may properly come before the Court in connection with the certification of the Settlement Class, approval of the proposed Settlement Agreement, approval of attorneys' fees and expenses as necessary, and approval claims processing procedures, selection of the Settlement Administrator, and other matter related to approval and implementation of the Settlement Agreement.

14. The Parties submit that, provided no appeal under Rule 9.130, Fla. R. App. P., is taken of the Preliminary Approval Order, thirty-one (31) days after rendition of the Preliminary Approval Order, Class Counsel shall provide notice of the proposed Agreement to the Settlement Class Members as required by Rule 1.220 of the Florida Rules of Civil Procedure and all applicable statutes as set forth in the notice plan described herein. If any appeal is taken of the Preliminary Approval Order, then such action will suspend the notice requirement until such time that a final Preliminary Approval Order based on a valid settlement agreement is in place.

15. Class Counsel shall facilitate Class Notice by notice to all Settlement Class Members, by using a long form notice substantially in the form of Exhibit 3 hereto, which *inter alia*, will be posted on the Settlement Website, and notice of this Action and the Agreement shall also be provided by the Settlement Administrator and Class Counsel by all of the following:

- a. E-mailing the Claim Form in Exhibit 2, together with this Order, to the approximately 448 Class Members with individual Counsel, in care of their Counsel, and mailing the Claim Form in Exhibit 2 together with this Order, to the remaining approximately 220 Class Members to their best known address after a due diligence search.
- b. Publication of the Published Notice, attached hereto as Exhibit 4, on two separate days in the Pensacola News Journal (Pensacola paper), the beginning date no earlier than fourteen (14) days after the date the date of the Preliminary Approval Order becomes effective, and the last date being no later than twenty-eight (28).

- days after the date the Preliminary Approval Order becomes effective.
- c. Posting a copy of the Individual Notice, attached as Exhibit 5, on the internet at a website with the address: www.pensacolasettlement.com. The Parties shall also post on the website a copy of the Settlement Agreement as set out in paragraph 9.2.1 of the Settlement Agreement.
 - d. For all Individual Notices returned by the U.S. mail service as undeliverable, Class Counsel (with the assistance of the Settlement Administrator as agreed among them) shall perform a computer-based skip-trace on the potential Settlement Class Member using an internet search engine (such as People Finders or equivalent). Individual Notice shall be sent by U.S. mail to any current addresses for Settlement Class Members identified through this process. For all Settlement Class Members that cannot be located through a skip-trace internet search engine, Settlement Class Counsel shall cause their names to be published in a single edition of the Pensacola News Journal along with a notice that they are potential Settlement Class Members and directions to obtain additional information regarding the proposed class settlement. All skip-trace Individual Notices and the publication of potential Settlement Class Members' names described in this paragraph shall occur on or before forty-five (45) days after the date the Preliminary Approval Order becomes effective.
 - e. The Settlement Administrator shall make available his already-established toll-free phone number (1-855-711-2079) to answer questions by the Settlement Class Members, and shall leave such toll-free line open until the deadline for submission

of Claim Forms.

- f. The Settlement Administrator shall file the list of the last known addresses for each individual to whom an Individual Notice was mailed into the record of these proceedings at least 15 days prior to the Fairness Hearing.
 - g. Notice shall also be provided as set forth in the Agreement to the Florida Department of Revenue, Florida Agency for Health Care Administration – Third Party Liability Recovery Unit, Florida League of Cities and Centers for Medicare and Medicaid Services.
16. The Parties submit that the notice plan is the best notice practicable under the circumstances, is reasonably calculated to apprise interested parties of the pendency of this action, affords such Settlement Class Members an opportunity to present their objections or exclude themselves from the Settlement Class, and complies in all respects with the requirements of Rule 1.220 and all the requirements of due process.
17. Settlement Class members have the right to opt out of the Settlement Class or to object to the terms of the Settlement. Settlement Class Members who want to be excluded from the Settlement Class must send a written request for exclusion clearly evidencing their desire to opt out of the Settlement Agreement ("Opt-Out Request") and signed by them or their duly authorized representative with documentation of such representative authorization to:

The Pensacola Jail Explosion Settlement
Ed Gentle
Settlement Administrator
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
egentle@gtandslaw.com

205-716-3000

855-711-2079

Such Opt-Out Request must be postmarked no later than two hundred fifty (250) days after the date the Preliminary Approval Order becomes effective.

18. Any Settlement Class Member who timely files an Opt-Out Request in the manner provided herein is excluded from the Settlement Class and will not be entitled to any benefit described in the Agreement or notice, and will not be bound by any judgments adjudicating the claims of the Settlement Class Members.
19. Any Settlement Class Member who does not timely file an Opt-Out Request in the manner provided herein will be bound by the Agreement if finally approved following the Fairness Hearing, including the terms of the Final Approval Order to be entered herein and the releases provided for in the Agreement.
20. Any Settlement Class Member who has not requested exclusion from the Settlement Class may file an objection to final approval of the Agreement and/or appear at the Fairness Hearing personally or by counsel, provided that an appearance is served and filed as hereinafter provided, to show cause, if any, (a) why the Settlement Agreement should not be approved as fair, reasonable, and adequate; (b) why an order should not be entered dismissing with prejudice and releasing all claims of the Settlement Class Representatives and all Settlement Class Members against the Defendants and Released Persons; or (c) why the Court should not grant an allowance of reasonable costs and expenses to Settlement Class Counsel (to be payable from the Settlement Fund) for their services.
21. Unless the Court directs otherwise, Plaintiffs request that the following procedures

for lodging objections be established:

- a. Each Settlement Class Member wishing to object to the Settlement Agreement shall submit a timely written notice of their objection postmarked no later than two hundred fifty (250) days after the date the Preliminary Approval Order becomes effective.
- b. **NOTE: TO OBJECT, A CLASS MEMBER CANNOT OPT-OUT.**
- c. Each objection shall set forth all reasons or bases for the Settlement Class Member's objection, along with any argument, evidence and legal authority, if any, the objector asserts supports the objection. The objection must be signed by the Settlement Class Member, or the objector's duly authorized representative (including attorney), and provide information identifying the objector as a Settlement Class Member, the objector's address, whether the objector intends on appearing at the Fairness Hearing.,. FAILURE TO PRESENT OR UNTIMELY PRESENTATION OF ANY GROUND(S) FOR AN OBJECTION IN THIS WRITTEN FORM SHALL BE SUFFICIENT GROUNDS FOR DENIAL OF THE OBJECTION.
- d. Any objections must be filed with the Clerk of where the Action is filed. Additionally, one copy of the written objection shall be served upon the Settlement Administrator, and each of the following counsel:
 - i. Settlement Class Counsel: Casey L. Lott, Esq. of Langston & Lott, 100 S Main Street, Booneville, Mississippi 38829; Christopher P. Janes, Esq. and Adrian R. Bridges, Esq., of Michles & Booth, 501 Brent Lane, Pensacola, Florida 32503; and Eric D. Stevenson, Esq. and J. Christopher Klotz, Esq.

of Stevenson Klotz, 212 W Intendencia Street, Suite A, Pensacola, Florida
35202;

ii. Robert N. Heath, Jr., Esq. of Robert N. Heath, P.A., 423 North Baylen Street,
PO Box 13543, Pensacola, Florida 32591;

iii. Defendants

A.E. New, Jr., Inc.
Steven Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547-6711
and

w. David Jester, Esq.
Galloway Johnson Tompkins Burr & Smith
118 East Garden Street
Pensacola, Florida 32502

Alliance Laundry Holdings LLC
Daniel J. Kissane, Esq.
Cole, Scott & Kissane, P.A.
4686 Sunbeam Road
Jacksonville, Florida 32257

City of Pensacola, Florida d/b/a Pensacola Energy
G. Bruce Parkerson, Esq.
James K. Ordeneaux, Esq.
Plauche Maselli Parkerson
One Shell Square
701 Poydras St., Suite 3800
New Orleans, Louisiana 70139

Caldwell Associates Architects, Inc.
Robert A. Emmanuel, Esq.
Emmanuel Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502

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Jorge L. Cruz, Esq.
Robert E. Blumberg, Esq.
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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

22. Settlement Class Members who object in the manner provided herein remain Settlement Class Members and will be bound by the Agreement and Final Approval Order if finally approved following the Fairness Hearing. Any person who fails to object in the manner provided herein shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this lawsuit or in any other action or proceeding.
23. Class Counsel waives their right to a separate award of Attorneys' Fees payable from the Settlement Amount. Class Counsel shall remain entitled to an award of expenses from the Settlement Amount and to such fees as they have agreed upon with their

individual clients to be paid from each client's individual distribution from the Settlement Amount.

24. The Parties respectfully request that Mr. Ed Gentle, Esq. of Gentle, Turner, Sexton & Harbison, LLC, be appointed as the Settlement Administrator and designated as the 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 to be limited to the duties ascribed to the Settlement Administrator and Escrow Agent as set out in the Agreement and Escrow Agreements executed in connection with the Agreement. All fees and expenses of the Settlement Administrator shall be paid exclusively from the Settlement Fund pursuant to the terms of the Settlement Agreement. Plaintiffs request that the Court approve the advancement by Defendants and Insurers of the sum of \$35,000 payable as a reduction from the Settlement Fund to the Settlement Administrator, payable within fourteen (14) days from rendition of the Preliminary Approval Order. In no event, regardless of whether the proposed Settlement Agreement is terminated or is otherwise not finally approved under Rule 1.220, shall Defendants be responsible for any fees, costs or expenses of the Settlement Administrator, except as stated above.
25. The Parties request that the Court approve the Settlement Administrator budget of \$270,000 in Exhibit J to the Agreement. The Parties also request that the Court approve the Settlement Administrator's conducting option lien resolution services for Claimants at the rate of \$250 per Claimant for private liens and an additional charge of \$250 per Claimant to process a DHR or restitution liens.

26. The Parties also request that the Court approve the Settlement Administrator's appointment of Robert Heath, Esq., as the Settlement Administrator's agent to help pro se Claimants complete their Claim Forms with this service to continue throughout the life of the Settlement. The parties request that the Court approve Mr. Heath's budget of \$100,000, depicted in Exhibit J to the Settlement Agreement.
27. The Parties request that the Court take notice that Mr. Gentle and Mr. Heath have received as advances from the Parties of \$70,000 and \$15,000 respectively, with these amounts to be repaid or credited as set forth in the Settlement Agreement upon funding of the Qualified Settlement Fund herein, should the Settlement go forward.
28. The Parties request that the Subject Lawsuit shall be stayed pending the final determination of whether the Agreement should be approved, except those proceedings necessary to carry out the terms of the Agreement.
29. The Manual for Complex Litigation (Fourth) (2004) §21.63 describes a three-step procedure for approval of class action settlements:
- 1) Preliminary approval of the proposed settlement at an informal hearing;
 - 2) Dissemination of mailed and/or published notice of the settlement to all affected class members; and
 - 3) A "formal fairness hearing" or final settlement approval hearing, at which class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented.
30. A class action may not be dismissed, compromised or settled on behalf of a certified class without the approval of the Court. Rule 1,220, Fla. R. Civ. P. As described in the Manual for Complex Litigation (Fourth) (Fed. Judicial Center 2004) ("Manual") §21.63,

et seq., Rule 23 prescribes defined procedures and criteria for settlement approval in class action settlements, including preliminary approval, dissemination of notice to class members, and a fairness hearing. See Manual at §§ 21.632, 21.633, and 21.634.

31. A class action settlement should be approved so long as it is "fair, adequate and reasonable and is not the product of collusion between the parties." *Cotton v. Hinton*, 559 F.2d 1326 (5th Cir. 1977).
32. The purpose of the Court's preliminary evaluation of a settlement is to determine whether it is within the "range of reasonableness," and thus whether disseminating notice to the class and scheduling a formal fairness hearing is merited. See Herbert B. Newberg, *Newberg on Class Actions* §11.25 *et seq.*, and §13.64 (4th ed. 2002 and Supp. 2004). Preliminary approval does not require the Court to make an in-depth and final determination that a settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to voice their views of the settlement or to exclude themselves from the settlement. See James Wm. Moore, *Moore's Federal Practice – Civil* §23.165[3] (3d ed.).
33. In determining whether the class action settlement is fair, reasonable, and adequate, the Fifth Circuit Court of Appeals held that the district court must consider the following six factors:
 - (1) existence of fraud or collusion behind the settlement; (2) the complexity, expense and duration of litigation; (3) the stage of proceedings and the amount of discovery completed; (4) the probability of plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and absent class members.

Reed v. Gen. Motors Corp., 703 F.2d 170 (5th Cir. 1983)(referred to herein as the "*Reed* factors").

34. An analysis of the *Reed* factors establishes that this settlement is fair, reasonable, and adequate.
35. The Court may presume that no fraud or collusion occurred between counsel in the absence of any evidence to the contrary. 4 NEWBERG ON CLASS ACTIONS § 11.51 (4th ed.); *Liger v. New Orleans Hornets NBA L.P.*, No. 05-1969, 2009 U.S. Dist. LEXIS 85733, at *10 (E.D. La. Aug. 27, 2009). There are no allegations involving fraud or collusion in the settlement of this action.
36. In addition, the facts belie any inference of fraud or collusion in the settlement of this matter. Plaintiffs and Defendants have vigorously prosecuted this action, and settled after arms-length negotiations efforts.
37. The time and effort spent on negotiation, in consulting with the Class Representatives, indicates strongly that the negotiation was reached without collusion, but rather voluntarily in light of the risk to all Parties.
38. "When the prospect of ongoing litigation threatens to impose high costs of time and money on the parties, the reasonableness of approving a mutually-agreeable settlement is strengthened." *Ayers v. Thompson*, 358 F.3d 356, 369 (5th Cir. 2004). An analysis of the complexity, expenses and duration of this litigation indicate strongly that this settlement is fair, reasonable, and adequate.
39. Significant investigation and due diligence has been conducted in this matter, both informally and formally.. Under the third *Reed* factor, the key issue is whether "the

parties and the district court possess ample information with which to evaluate the merits of the competing positions." *Ayers, supra.*, 358 F.3d at 369. All of the parties agree that considering the dismissal of Plaintiffs' first two counts, as well as discovery related to the remaining counts, that Class Counsel is more than able to determine the settlement's adequacy in relation to the probability of success on the merits were this litigation to continue.

40. The probability of success on the merits is the most important *Reed* factor. *Smith v. Crystian*, 91 F. App'x 952, 954 n.3 (5th Cir. 2004). "In evaluating the likelihood of success, the Court must compare the terms of the settlement with the rewards the class would have been likely to receive following a successful trial."
41. The *Reed* "range of possible recovery factor" requires the Court to "establish the range of possible damages that could be recovered at trial and, then, by evaluating the likelihood of prevailing at trial and other relevant factors, determine whether the settlement is pegged at a point in the range that is fair to the plaintiff settlors." *Maher v. Zapata Corp.*, 714 F.2d 436, 460 (5th Cir. 1983).
42. Finally, the opinions of class counsel, class representatives and absent class members must be considered in the analysis of whether this proposed settlement is fair, reasonable and adequate.
43. The endorsement of class counsel is entitled to deference. In performing this balancing task, the trial court is entitled to rely upon the judgment of experienced counsel for the parties. *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977).
44. Plaintiffs are represented by counsel experienced in complex class action litigation,

complex litigation. See Christopher P. Janes, Esq., Declaration (hereinafter "Janes Decl.") in Exhibit 6, Adrian R. Bridges, Esq., Declaration in Exhibit 7, Eric D. Stevenson, Esq., Declaration in Exhibit 8, J. Christopher Klotz, Esq., Declaration in Exhibit 9, and Casey L. Lott, Esq., Declaration in Exhibit 10. Plaintiffs note also that based on the posture of the litigation, and the risk involved Class Counsel are confident that this Settlement, while not the most desirable settlement, is fair, adequate and reasonable.

45. All of the Class Representatives are also in favor of approval of this Class Action Settlement.

46. As discussed hereinabove, the *Reed* factors strong favor preliminary approval of this Class Action Settlement.

47. For any class certified, class members must be afforded the best notice practicable under the circumstances, which includes individual notice to all members who can be identified through reasonable effort. See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-812 (1985).

48. Rule 2.516, Fla. R. Admin. Pro., requires electronic service. Federal Courts around the country have also approved notice via electronic mail. See *Devi Khoday, et al., v. Systematic Corp*, Case No. 11-cv-180, April 5, 2016, United States District Court for the District of Minnesota (on April 5, 2016, the court preliminarily approved a \$60M settlement where defendants provided notice of the settlement to class members at their last known email address and by physical mailing to their last known physical address for members with an invalid or an unknown email address); *Perkins, et al., v. LINKEDIN Corporation*, Case No. 13-CV-04303-LHK, United States District Court for the

Northern District of California (on June 11, 2015,, the court granted preliminary approval of a notice plan wherein notice was by electronic mail and website notice through the settlement website); *Slipchenko v. Bruno Energy, Inc.*, 2015 U.S. LEXIS 8177 (S.D. Tex. 2015) (electronic mail notice sent to those for whom defendants had email addresses was approved); *Fraley, et al., v. Facebook*, Case No. CV-11-01726 RS, United States District Court for the Northern District of California, San Francisco Division (on August 26, 2013; the court entered final approval where notice was made via electronic mail and by publication); *Browning v. Yahoo!, Inc.*, No. C04-01463 HRL, 2006 Westlaw 3826714, at *8 (N.D. Cal. Dec. 27, 2006) (initial form notice by email approved); *Chavez v. Netflix*, 162 Cal. App. 4th 43, 58 (Ct. App. 2008); *Tadepalli v. Uber Tech*, 2015 U.S. Dist LEXIS 169 (N.D. Cal. December 17, 2015); *Steinfeld v. Discover Fin. Servs.*, 2014 U.S. Dist. LEXIS 44855 (N.D. Cal. March 31, 2014) (electronic mail to class members approved where direct mail was sent to settlement class members who did not receive the email notice).

49. The Settlement's Notice Plan, as set forth above, is well-designed to give Class Members the best notice practicable of the Settlement, the claims process and deadline, and their opt-out and objection rights. The notice plan will be administered by Class Counsel, who have significant experience in effectuating notice.
50. The notice plan shall be completed no later than forty-five (45) days after entry of the Preliminary Approval Order.
51. Class Counsel will and has fairly and adequately represented the class as required by Rule 1.220. Class Counsel is qualified to vigorously pursue the interests of the class.

Amchem Prods. v. Windsor, 521 U.S. 591 (1997).

52. Class Counsel have prosecuted this claim vigorously, and have expended thousands of hours in prosecuting this claim. In addition, Class Counsel is familiar with and has experience in litigating similar complex claims.
53. Settlement Class Representatives will fairly and adequately represent and protect the interests of the Settlement Class. Settlement Class Representatives have retained able counsel with extensive experience in class action litigation, and have been active and vigilant in the prosecution of these claims. The interests of Settlement Class Representatives are coincident with and not antagonistic to the interests of the other Settlement Class Members.
54. Class Counsel have submitted their declarations in support of this Motion, and said declarations are attached hereto in Exhibits 6, 7, 8, 9, and 10.
55. As such, Settlement Class Representatives respectfully request that this Honorable Court appoint the above designated firms as Class Counsel.
56. For settlement purposes, Settlement Class Representatives respectfully request that the Court provisionally certify the Settlement Class as defined hereinabove. Provisional certification for settlement purposes allows notice of the proposed Settlement to issue to inform Settlement Class Members of the existence and terms of the proposed Settlement, their right to be heard on its fairness, their right to opt out, and the date, time and place of the formal fairness hearing. See Manual for Compl. Lit., at §§ 21.632, 21.633.
57. Defendants waive their right to challenge class certification solely for purposes of this

Settlement. For the reasons set forth below, provisional certification is appropriate under Rule 1.220.

58. In order to certify a class action, the Settlement Class Representatives must satisfy an implicit ascertainability requirement, the four requirements listed in Rule 1.220(a), and the requirements listed in any of [Rule 1.220](b)(1), (2), or (3), which is identical to Rule 23.. *In re Deepwater Horizon*, 739 F.3d 790 (5th Cir. 2014). "Ascertainability requires only that the court be able to **identify** class members at some stage of the proceeding." *Frey v. First Nat. Bank Sw.*, 602 F. App'x 164, 168 (5th Cir. 2015). The Defendants and the Plan have access to all of the names and last known addresses of the members of the Settlement Class. As such, the ascertainability requirement is met in this case.

59. Rule 1.220(a) requires (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation.

60. Rule 1.220(a) states that the Plaintiff must show that "the class is so numerous that joinder of all parties is impracticable." While, the number of members in a proposed class is not determinative of whether joinder is impracticable, *Zeidman v. J. Ray McDermott & Co.*, 651 F.2d 1030, 1038 (5th Cir. 1981), the size of a class of 100 members generally satisfies the numerosity requirement. *Mullen v. Treasure Chest Casino, L.L.C.*, 186 F.3d 620, 624 (5th Cir. 1999), *citing* 1 Newberg on Class Actions § 3.05, at 3-25 (3d ed. 1992) (suggesting that any class consisting of more than forty members "should raise a presumption that joinder is impracticable"); *cf. Boykin v. Georgia-Pacific Corp.*, 706 F.2d 1384, 1386 (5th Cir. 1983) (finding that numerosity

requirement would not be met by a class with 20 members but was met by a class with 317 members). Plaintiffs estimate that the Settlement Class is comprised of at least 668 members, and as such the numerosity requirement is met.

61. Under Rule 1.220(a), plaintiffs must demonstrate that "there are questions of law or fact common to the class" and "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Rule 1.220(a)(2)-(3). Both typicality and commonality "serve as guideposts for determining whether under the particular circumstances maintenance of a class action is economical and whether the named plaintiff's claim and the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence." *Gen. Tel. Co. of the Sw. v. Falcon*, 457 U.S. 147, 157 n.13, 102 S. Ct. 2364, 72 L. Ed. 2d 740 (1982).
62. Commonality requires plaintiffs "to demonstrate that the class members 'have suffered the same injury.'" *Walmart Stores, Inc. v. Dukes*, 131 S.Ct 2541, 2551 (2011) (quoting *Falcon*, supra., 457 U.S. at 156). There should be some "common contention" of that shared injury that is applicable to the Claims of all Class Members. See *Id.* "That common contention, moreover, must be of such a nature that it is capable of class-wide resolution — which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Id.*
63. Under the Supreme Court's decision in *Wal-Mart* construing language identical to that found in Rule 1.220,, subsection(a)(2)'s commonality requirement demands more than the presentation of questions that are common to the class because 'any

competently crafted class complaint literally raises common questions.” “[T]he members of a proposed class do not establish that ‘their claims can productively be litigated at once,’ merely by alleging a violation of the same legal provision by the same defendant...” *Wal-Mart*, 131 S. Ct. at 2551. “Thus, the commonality test is no longer met when the proposed class merely establishes that there is at least one issue whose resolution will affect all or a significant number of the putative class members.” *Id.* (emphasis, citation, and internal quotation marks omitted). “Rather, Rule 23(a)(2) requires that all of the class member’s claims depend on a common issue of law or fact whose resolution will resolve an issue that is central to the validity of each one of the class member’s claims in one stroke.” *Id.* (alteration, emphasis, citation, and internal quotation marks omitted.)

64. In the instant action, the legal and factual questions that are and shall be advanced by Plaintiffs and Defendants, and that are integral to resolving issues are central to each and every one of the class member’s claims in one stroke.
65. Directly in line with the United States Supreme Court’s opinion in *Wal-Mart*, all of the claims in this matter contain a common contention and a common allegation of wrongful conduct – all imposed upon class members by the same defendants. All of the central and key legal and factual determinations which must be determined and adjudicated are common to all members of the class.
66. Typicality is not a difficult standard to meet and is satisfied if the representatives’ claims share essential characteristics with the class members’ claims or if the claims arise from a similar course of conduct and share the same legal theories. *James v. City*

of *Dall.*, 254 F.3d 551 (5th Cir. 2001).

67. Settlement Class Representatives have alleged an injury typical of the injuries of putative class members. As such, Settlement Class Representatives' claims are typical of the claims of the members of the class.
68. In sum, the Settlement Class Representatives meet the typicality requirement as indicated in detail *infra*, and there are no unique defenses which could be logically and/or reasonably asserted separately against any of the Settlement Class Representatives in this matter.
69. Finally, the proposed representatives will fairly and adequately represent the class as required by Rule 1.220(a)(4). In order to satisfy this requirement, Plaintiffs must show that (1) the class representatives share common interests with the class members; and (2) Plaintiffs' counsel is qualified to vigorously pursue the interests of the class. See *Amchem Prods. v. Windsor*, 521 U.S. 591, 613 (1997); *Steering Comm. v. BP Expl. & Prod. (In re Deepwater Horizon)*, 785 F.3d 1003 (5th Cir. 2015).
70. All of the Settlement Class Representatives share common interests with the Settlement Class Members. They do not have any adverse interests to those of the Settlement Class Members at large, and seek to recover but a fraction of what they assert the Settlement Class should have received, but for the wrongful acts alleged. The interests of the Settlement Class Representatives are coincident with and not antagonistic to the interests of the other Settlement Class Members.
71. As noted above, Class Counsel are familiar with and have experience in litigating similar claims. Settlement Class Counsel will fairly and adequately represent and

protect the interests of the Settlement Class as Settlement Class Representatives have retained able counsel with extensive experience in class action litigation.

72. As such, Settlement Class Representatives satisfy the fair and adequate representation requirement of Rule 1.220.

73. This matter is properly certified under Rule 1.220(b)(3), which requires that "the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." Common questions of law or fact applicable to the Settlement Class as a whole must predominate over those issues subject to individualized proof. *Applewhite v. Reichhold Chems., Inc.*, 67 F.3d 571, 573 (5th Cir. 1995).

74. Common questions of law or fact applicable to the Settlement Class as a whole predominate over any issues that would require individualized proof.

75. As such, Settlement Class Representatives respectfully request preliminary certification pursuant to Rule 1.220(b)(3).

76. On April 29, 2016, the Florida League of Cities filed suit in the Circuit Court in and for the First Judicial Circuit of Escambia County, Florida against some of the Defendants with respect to workers compensation provided to the following 10 putative Class Members and Escambia County employees (the "Escambia County Employees"): Ashley Conrad, Christiane Crosby, Aaron Freeman, Shannon Hankinson, Eve Harris, Joseph Lane, Roger Lastinger, Stacey Taylor, Amanda Tajerina and Vandra Witherspoon (the "League of Cities Litigation"). The League of Cities is

asserting claims to Workers Compensation in connection with the Explosion, among other things. The Settlement Administrator has been working closely with the League of Cities in an effort to determine how the Escambia County Employees score under the proposed Settlement Matrix, in an effort to resolve the Workers Compensation claims in the League of Cities Litigation. The League of Cities has provided the Settlement Administrator with the bills and medical records it has for these employees but they are inadequate to score them under the Settlement Grid. The Settlement Administrator has attempted to obtain subpoenas from the Escambia County Circuit in his role as previously appointed Claims Administrator, but his requests were denied. The Settlement Administrator requests Court authority to issue subpoenas reasonably necessary to issue subpoenas to obtain the remaining Explosion related medical records of the Escambia County Employees, while continuing to be compliant with HIPAA regulations and honoring patient confidentiality.

CONCLUSION

For the reasons set forth above, the Settlement Class Representatives respectfully request that this Honorable Court:

1. Preliminarily approve the proposed Settlement;
2. Conditionally certify the Settlement Class;
3. Appoint Ed Gentle as Settlement Administrator and order the Defendants and Insurers to be ordered to remit to him a \$35,000 progress payment payable within fourteen (14) days after rendition of a Preliminary Approval Order.

4. Grant the Settlement Administrator authority to obtain subpoenas from the Clerk of this Court to receive medical records of Ashley Conrad, Christiane Crosby, Aaron Freeman, Shannon Hankinson, Eve Harris, Joseph Lane, Roger Lastinger, Stacey Taylor, Amanda Tajerina and Vadra Witherspoon related to the Explosion.
5. Conduct a "formal fairness hearing" or final settlement approval hearing, at which class members may be heard regarding the Settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the Settlement may be presented; and
6. Ultimately grant final approval of the class settlement, certify the Settlement Class, and grant all further relief.

Respectfully submitted this the ____ day of _____ 2017.

PUTATIVE CLASS COUNSEL:

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CERTIFICATE OF SERVICE

I, _____, one of the Putative Class Counsel herein,
hereby certify that on this ____ day of _____, 2017, I served a copy of the
foregoing instrument on all parties and counsel via electronic service and first class mail.

Of Counsel

EXHIBIT G:

Form of Class Action Complaint

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

CLARKE ALLEN, ET AL.,

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

v.

Case No. 2015-CA-000722
Division C

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

DEFENDANTS.

AMENDED CLASS ACTION COMPLAINT

COME NOW the Plaintiffs, individually and on behalf of a class of persons similarly situated (the "Class" or "Class Members"), and sue Defendants A.E. NEW, JR., INC., CALDWELL ASSOCIATES ARCHITECTS, INC., ESCAMBIA COUNTY, FLORIDA, ALLIANCE LAUNDRY HOLDINGS, LLC, THE CITY OF PENSACOLA D/B/A PENSACOLA ENERGY, COIN LAUNDRY EQUIPMENT CO., INC., FUTCH DESIGN ASSOCIATES, GLAZE COMMUNICATIONS, H.M. YONGE & ASSOCIATES, INC., KLOCKE AND ASSOCIATES, INC., PREMIER ENGINEERING, REBOL-BATTLE & ASSOCIATES, and SEMCO INC., together with their respective insurers (collectively, the "Defendants") and allege:

1. Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, Plaintiffs, who were at the scene of the Escambia County, Florida (hereinafter, "Escambia County") Central Booking and Detention ("CBD") facility located at 1706 West Leonard Street,

Pensacola, Florida, in Escambia County, Florida, on April 30, 2014, where the CBD had an explosion and Fire (the "Fire"), bring this class action against the Defendants for liability and damages to Plaintiffs and the Class Members defined below in connection with the Fire.

2. At all times material to this action, the Defendant, A.E. New, Jr., Inc., (hereinafter referred to as "A.E. New"), was a Florida corporation licensed to conduct business within the State of Florida.

3. At all times material to this action, the Defendant, Caldwell Associates Architects, Inc., (hereinafter referred to as "Caldwell"), was a Florida corporation licensed to conduct business within the State of Florida.

4. At all times material to this action, Escambia County owned and operated the CBD.

4A. (Class Counsel to add allegations for additional defendants).

5. On or about April 30, 2014, the following Plaintiffs were held, incarcerated, or otherwise lawfully present inside the CBD:

- a. Clarke Allen
- b. Ilyaa Ashanti
- c. Jessica Auston
- d. Kenneth Avery
- e. Christopher Baggett
- f. DeMarco Banks
- g. Machrisna Betts
- h. Raymon Blackburn
- i. Jennifer Bonoyer
- j. Benjamin Boys
- k. Derrick Bradley
- l. Elgin Brown
- m. Jennifer Brunson
- n. Deanna Byrd
- o. Patrick Cain

p.	Alvin Capps
q.	Ronald Carter
r.	Langston Casher
s.	Jeremiah Cooler
t.	Otis Craft
u.	Willie Dale
v.	Reggie Dancy
w.	Rene Dean
x.	Jill Dickey
y.	Daryl Dulaney
z.	Edward Elder
aa.	Matthew Flores
bb.	James Foster
cc.	Dequan Gaddy
dd.	Franklin Galloway
ee.	Diane Gaszak
ff.	Domanick George
gg.	Bryan Gilpatrick
hh.	Vicky Hadder
ii.	Chris Hankinson
jj.	Shannon Hankinson
kk.	Gary Hauffe
ll.	Bakari Henderson
mm.	Cornelius Henderson
nn.	Melissa Hicks
oo.	Jermon Hill
pp.	Frank Holley, Jr.
qq.	Richard Holt
rr.	Vernon Hurst
ss.	William Islar
tt.	Jalissa Johnson
uu.	Terrell Johnson
vv.	Rex Jordan
ww.	Akaivia Kirkland
xx.	Jeffrey LaFrancis
yy.	Jennifer Lamar
zz.	Daniel Lindsay
aaa.	Sammie Lisenby
bbb.	Tyler Lynch
ccc.	James Marciniak
ddd.	Caroline Mariconda
eee.	Clarence Martin
fff.	Albert Mattis
ggg.	Monica McLain
hhh.	Jermaine Middleton

iii.	Ivory Miles
jjj.	Dominick Miller
kkk.	Joyce Montgomery
lll.	Danny Moore
mmm.	John Moore
nnn.	Shawn Moyers
ooo.	Cameron Perkins
ppp.	Cherie Phillips
qqq.	Precious Pickett
rrr.	Ozell Pressley, Jr.
sss.	Adam Prudhomme
ttt.	Michael Rawls
uuu.	James Richardson
vvv.	Mark Robbins
www.	Jonathan Robinson
xxx.	John Satterwhite
yyy.	Jeffrey Sawyer
zzz.	James Shoemo
aaaa.	Dallas Simmons
bbbb.	The Estate of Robert Simmons, Deceased, by and through Sarah Cook, as Administratrix
cccc.	Kathy Smith
dddd.	Brian Spotville
eeee.	Emmett Stomas
ffff.	Barry Sullivan
gggg.	William Summa
hhhh.	Taris Tolliver
iiii.	Michael Trembly
jjjj.	Aaron Trommelen
kkkk.	Adrian Vega
llll.	Charles Watson
mmmm.	Elizabeth White
nnnn.	Angela Wilson
oooo.	Richard Wilson
pppp.	Brett Wilt
qqqq.	Edric Wright
rrrr.	Don Yelverton
ssss.	LaKendric Young
tttt.	Reanne Cravatt

6. This Amended Complaint has added the following additional Plaintiffs:
- a. DeMarco Banks
 - b. Otis Craft
 - c. Domanick George
 - d. Chris Hankinson

- e. Shannon Hankinson
- f. Rex Jordan
- g. Joyce Montgomery
- h. Shawn Moyers
- i. Cameron Perkins
- j. James Richardson
- k. The Estate of Robert Simmons, Deceased, by and through Sarah Cook, as Administratrix

7. On or about April, 30, 2014, there was an explosion and fire (collectively, the "Fire") within the basement of the CBD that resulted in significant structural damage, property damage, and personal injury and/or death to Plaintiffs and the Class Members within the CBD.

I. ALLEGATIONS AGAINST THE DEFENDANTS

A. ALLEGATIONS AGAINST DEFENDANT A.E. NEW

8. Defendant, A.E. New, was and is responsible for the negligence of its employees, contractors, and sub-contractors.

9. Defendant, A.E. New, was hired by Defendant, Escambia County, to perform repairs on the CBD due to previous flooding.

10. As part of the aforementioned project, multiple gas dryers were placed in the basement of the CBD by—or under the direct supervision and at the direction of Defendant, A.E. New.

11. At all times material to this action, Defendant, A.E. New, owed a duty to any and all individuals who would enter onto the premises of the CBD to perform repairs on the CBD in a safe and reasonable manner.

12. At all times material to this action, Defendant, A.E. New, did breach its duty to Plaintiffs by, *inter alia*:

- a. Failing to properly secure the dryers in the basement of the CBD so as to prevent their movement during the flood;
- b. Being otherwise negligent.

13. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

14. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, A.E. New.

15. It was foreseeable to Defendant, A.E. New, that such breaches could cause injury to any individuals on the property of the CBD.

16. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

17. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

B. ALLEGATIONS AGAINST DEFENDANT CALDWELL

18. Defendant, Caldwell, was and is responsible for the negligence of its employees, contractors, and subcontractors.

19. Defendant, Caldwell, was hired by Defendant, Escambia County, to provide architectural and engineering services to Defendant, Escambia County, in connection with the restoration and repair of the CBD.

20. At all times material to this action, Defendant, Caldwell, by and through its employees, was under a duty to act with the ordinary care of an architect in the

planning, inspection, and supervision of all work as required during the course of its employment by Defendant, Escambia County.

21. At all times material to this action, Defendant, Caldwell, owed a duty to exercise ordinary care for the protection of any individuals who would enter onto the premise of the CBD including but not limited to the Plaintiffs in this action.

22. At all times material to this action, Defendant, Caldwell, did breach its duty to Plaintiffs by, *inter alia*:

- a. Failing to plan for or design measures to stop dryers from floating in the event of a flood in the CBD;
- b. Failing to plan for or design measures to prevent a gas leak in the event that the dryers in the basement of the CBD became separated from the gas lines;
- c. Failing to plan for or design measures to prevent gas from building up in the basement of the CBD following the separation of the dryers from the gas lines;
- d. Failing to ensure that the dryers in the basement of the CBD were appropriately fastened or secured;
- e. Failing to plan or design for the restoration of the CBD that accounted for the probability and likelihood of flooding based on previous flooding of the same facility;
- f. Failing to supervise the work being performed on the CBD to ensure that the dryers were properly secured;
- g. Being otherwise negligent.

23. The aforementioned breaches were latent or not otherwise open and obvious to Plaintiffs.

24. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Caldwell.

25. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

C. ALLEGATIONS AGAINST DEFENDANT ESCAMBIA COUNTY

26. At all times material to this action, the aforementioned Plaintiffs were under the protection and care of Defendant, Escambia County.

27. At all times material to this action, Defendant, Escambia County, had a duty, by and through its employees at the CBD, to use reasonable care to prevent harm to inmates or other individuals at the CBD, including the aforementioned Plaintiffs.

28. On or about April 30, 2014, Defendant, Escambia County, by and through its employees at the CBD, knew or should have known of conditions on its property that were dangerous and/or posed a danger to Plaintiffs.

29. At all times material to this action, Defendant, Escambia County negligently breached its duty to Plaintiffs by, *inter alia*:

- a. Failing to prevent gas from accumulating in the basement of the CBD so as to create an inherently dangerous environment;
- b. Failing to prevent gas in the basement of the CBD from becoming ignited;

- c. Failing to evacuate or otherwise protect Plaintiffs from the explosion at the CBD;
- d. Being otherwise negligent.

30. It was foreseeable to Defendant, Escambia County, that such breaches could cause injury to any individuals located on or in the premises of the CBD, including the aforementioned Plaintiffs.

31. As a result of the aforementioned breaches, an explosion occurred in the basement of the CBD on or about April, 30, 2014.

32. The aforementioned Plaintiffs, other than those added by this Complaint, have complied with all conditions precedent to maintaining this lawsuit, including compliance with Fla. Stat. Section 768.28 (2014).

D. ALLEGATIONS AGAINST DEFENDANT

ALLIANCE LAUNDRY HOLDINGS, LLC

33. At all times material to this action, Defendant, Alliance Laundry Holdings, LLC, ("Alliance") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Alliance's services in connection with the CBD.

34. At all times material to this action, Defendant, Alliance, did breach its duty to Plaintiffs.

35. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

36. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Alliance.

37. It was foreseeable to Defendant, Alliance, that such breaches could cause injury to any individuals on the property of the CBD.

38. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

39. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

E. ALLEGATIONS AGAINST DEFENDANT THE CITY OF PENSACOLA

D/B/A PENSACOLA ENERGY

40. At all times material to this action, Defendant, The City of Pensacola d/b/a Pensacola Energy, ("the City") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of the City's services in connection with the CBD.

41. At all times material to this action, Defendant, the City, did breach its duty to Plaintiffs.

42. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

43. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, the City.

44. It was foreseeable to Defendant, the City, that such breaches could cause injury to any individuals on the property of the CBD.

45. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

46. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

F. ALLEGATIONS AGAINST DEFENDANT

ASSOCIATED ELECTRIC AND GAS SERVICES, LTD.

47. At all times material to this action, Defendant, Associated Electric and Gas Services, LTD. ("Associated Electric") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Associated Electric's services in connection with the CBD.

48. At all times material to this action, Defendant, Associated Electric, did breach its duty to Plaintiffs.

49. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

50. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Associated Electric.

51. It was foreseeable to Defendant, Associated Electric, that such breaches could cause injury to any individuals on the property of the CBD.

52. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

53. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

G. ALLEGATIONS AGAINST DEFENDANT

COIN LAUNDRY EQUIPMENT CORP.

54. At all times material to this action, Defendant, Coin Laundry Equipment Corp., ("Coin") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Coin's services in connection with the CBD.

55. At all times material to this action, Defendant, Coin, did breach its duty to Plaintiffs.

56. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

57. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Coin.

58. It was foreseeable to Defendant, Coin, that such breaches could cause injury to any individuals on the property of the CBD.

59. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

60. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

H. ALLEGATIONS AGAINST DEFENDANT

FUTCH DESIGN ASSOCIATES

61. At all times material to this action, Defendant, Futch Design Associates, ("Futch") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Futch's services in connection with the CBD.

62. At all times material to this action, Defendant, Futch, did breach its duty to Plaintiffs.

63. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

64. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Futch.

65. It was foreseeable to Defendant, Futch, that such breaches could cause injury to any individuals on the property of the CBD.

66. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

67. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

I. ALLEGATIONS AGAINST DEFENDANT GLAZE COMMUNICATIONS

68. At all times material to this action, Defendant, Glaze Communications, ("Glaze") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Glaze's services in connection with the CBD.

69. At all times material to this action, Defendant, Glaze, did breach its duty to Plaintiffs.

70. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

71. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Glaze.

72. It was foreseeable to Defendant, Glaze, that such breaches could cause injury to any individuals on the property of the CBD.

73. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

74. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

J. ALLEGATIONS AGAINST H.M YONGE & ASSOCIATES, INC.

75. At all times material to this action, Defendant, H.M. Yonge & Associates, Inc., ("Yonge") owed a duty to any and all individuals who would enter onto the

premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Yonge's services in connection with the CBD.

76. At all times material to this action, Defendant, Yonge, did breach its duty to Plaintiffs.

77. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

78. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Yonge.

79. It was foreseeable to Defendant, Yonge, that such breaches could cause injury to any individuals on the property of the CBD.

80. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

81. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

K. ALLEGATIONS AGAINST DEFENDANT KLOCKE AND ASSOCIATES, INC.

82. At all times material to this action, Defendant, Klocke and Associates, Inc., ("Klocke") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Klocke's services in connection with the CBD.

83. At all times material to this action, Defendant, Klocke, did breach its duty to Plaintiffs.

84. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

85. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Klocke.

86. It was foreseeable to Defendant, Klocke, that such breaches could cause injury to any individuals on the property of the CBD.

87. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

88. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

L. ALLEGATIONS AGAINST DEFENDANT PREMIER ENGINEERING

89. At all times material to this action, Defendant, Premier Engineering, ("Premier") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Premier's services in connection with the CBD.

90. At all times material to this action, Defendant, Premier, did breach its duty to Plaintiffs.

91. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

92. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Premier.

93. It was foreseeable to Defendant, Premier, that such breaches could cause injury to any individuals on the property of the CBD.

94. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

95. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

M. ALLEGATIONS AGAINST DEFENDANT REBOL-BATTLE & ASSOCIATES

96. At all times material to this action, Defendant, Rebol-Battle & Associates, ("Rebol-Battle") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Rebol-Battle's services in connection with the CBD.

97. At all times material to this action, Defendant, Rebol-Battle, did breach its duty to Plaintiffs.

98. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

99. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Rebol-Battle.

100. It was foreseeable to Defendant, Rebol-Battle, that such breaches could cause injury to any individuals on the property of the CBD.

101. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

102. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

N. ALLEGATIONS AGAINST DEFENDANT SEMCO, INC.

103. At all times material to this action, Defendant, Semco, Inc., ("Semco") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Semco's services in connection with the CBD.

104. At all times material to this action, Defendant, Semco, did breach its duty to Plaintiffs.

105. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

106. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Semco.

107. It was foreseeable to Defendant, Semco, that such breaches could cause injury to any individuals on the property of the CBD.

108. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

109. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

II. CLASS REPRESENTATION ALLEGATIONS

110. Plaintiffs bring this action as a Class Action pursuant to Rule 1.220 (b)(2), (b)(3) and (c)(4) of the Florida Rules of Civil Procedure. They bring this action on their own behalf and on behalf of all other similarly situated persons in the proposed Class. Plaintiffs are informed and believe there are hundreds of members in the proposed Class. The proposed Class consists of:

All persons who were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola Florida during any time when the April 30, 2014, fire and explosion occurred, and subsequent evacuation therefrom and emergency responses thereto occurred, and the spouses of such persons at the time of the Fire.

111. The Class is so numerous that joinder of all Class Members is impracticable, and there are common questions of law and fact among all Class Members that predominate over any issues affecting individual Class Members and include the following:

- a. Whether the Defendants negligently or otherwise wrongly failed to build, repair and maintain the CBD to ensure the safety of Class Members at the CBD;
- b. Whether the Defendants negligently failed to take steps to: (i) safely build, repair and maintain the CBD; and (ii) protect Class Members at the CBD in a safe and timely manner;
- c. Whether the Defendants owed a duty of care and/or a fiduciary obligation to the members of the Class and whether that duty of care and/or fiduciary obligation was breached as a result of the Defendants' actions and inactions;
- d. Whether there exists an implied contract between the members of the Class on one hand, and the Defendants on the other hand, and whether the actions and inactions of the Defendants breached that implied contract;

- e. Whether, because of its wrongdoing herein, the Defendant, Escambia County, should be required to waive any monetary claims it has against any Defendants; and
- f. To the extent of the Class Members' damages as a result of the Fire brought about by the Defendants' actions and inactions, what is the proper measure of damages, and the proper method of determining those damages, on a Class-wide basis.

112. Plaintiffs will fairly and adequately protect the interests of the Class and are willing to submit to the Court such evidence as the Court may deem necessary to ensure that the interests of the Class are properly served.

113. Plaintiffs' claims are typical of those of other Class Members, as there are no material differences in the facts and law underlying their claims, and Plaintiffs' prosecution of their claims will advance the claims of all Class Members. By aggressively pursuing their own claims, the Plaintiffs will necessarily be concurrently aggressively pursuing the claims of all Class Members.

114. Plaintiffs have retained competent counsel experienced in the prosecution of this type of Class litigation.

115. Class treatment of the claims set forth in this Complaint is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for the proposed Class Members to prosecute their claims individually. Absent a class action, a multiplicity of individual lawsuits would be required to address the claims between Class Members and the Defendants so that inconsistent treatment and adjudication of the claims would likely result.

116. The litigation of Plaintiffs' and the Class' claims is manageable. Defendants' uniform conduct, the consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrates that there would be no significant manageability problems with prosecuting this lawsuit as a Class Action.

117. Adequate notice can be given to Class Members directly using information maintained in Defendants' records and/or through publication.

118. Unless Class-wide relief is awarded, Defendants may continue in their failure to properly build, maintain and repair incarceration facilities occupied by or worked in by Plaintiffs and Class Members; Defendants may continue to fail to provide for the safety of Plaintiffs and Class Members in incarceration facilities; and Defendants may continue to act unlawfully as set forth in this Complaint.

119. Defendants have acted, or refused to act, on grounds that apply generally to the Class, making final relief appropriate for the Class as a whole. Defendants' acts and omissions are the direct and proximate cause of these damages, described more fully elsewhere in this Complaint.

III. COUNT I

120. Plaintiffs incorporate by reference and re-allege the allegations set forth in Paragraphs 1 through 119 as if fully set forth herein. Escambia County has monetary claims against some Class Members, which, because of Escambia County's wrongdoing herein, are due to be waived.

121. At all times material to this Complaint, Plaintiffs and the Class Members, other than spouses of the Plaintiffs and other Class Members who are not otherwise Class Members, were on the property of the CBD when the Fire occurred.

122. As a result, Plaintiffs and the Class Members suffered death or bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, and loss of ability to earn money, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiffs and the Class Members will suffer the losses in the future. Class Members that were not at the CBD at the time of the Fire have suffered lost consortium and other damages as a result of the damages caused to a loved one by the Fire.

IV. RELIEF SOUGHT

WHEREFORE, Plaintiffs, on behalf of themselves and the Class respectfully requests:

A. An Order certifying that this action may be maintained as a Class Action under Rule 1.220 of the Florida Rules of Civil Procedure; certifying Plaintiffs as representatives of the Class and certifying this matter as a Class Action on behalf of Class Members defined above and designating their undersigned counsel as counsel for the Class;

B. Demand judgment that Escambia County's monetary claims against any Class Members are denied as waived and for damages against all the Defendants, for

damages in excess of the Court's jurisdictional limits, exclusive of costs, interest and attorneys' fees, and further demands trial by jury;

C. For an award of attorneys' fees and costs as may be permitted by law; and

D. For all other legal and equitable relief as the Court may deem just and proper.

PUTATIVE CLASS COUNSEL:

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CERTIFICATE OF SERVICE

I, _____, one of the Putative Class Counsel herein, hereby certify that on this ____ day of _____, 2017, I served a copy of the above and foregoing Amended Class Action Complaint upon all opposing Counsel of Record, together with the newly added Defendants by first class mail and e-mail, with Summonses being prepared and filed with the Court to properly serve the newly added Defendants on this same date.

Of Counsel

EXHIBIT H:

Form of Claimant Release

**DECLARATION OF ASSENT, RELEASE AND INDEMNITY AGREEMENT BY PARTICIPATING
SETTLEMENT CLASS MEMBER(S)**

Name(s) of Plaintiff(s) in Lawsuit: _____

Docket Number of Lawsuit: _____

If Applicable, Name and Capacity of Bankruptcy Trustee, Personal Representative, Guardian, Conservator, or Other Successor Real Party in Interest for any Plaintiff:

Declaration of Assent: I declare under penalty of perjury and warrant that all information in this Declaration of Assent, Release and Indemnity Agreement ["Release"] accurately states all information and does not fail to include any fact necessary to prevent the information provided from being misleading or incomplete.

By signing this document I represent, warrant and agree that:

a. I have read and fully understand all provisions of the Settlement Agreement and General Release ("the Agreement")¹ by and between A.E. New, Jr., Inc., BITCO (as defined in the Agreement), Alliance Laundry Holdings, LLC, Sentry Insurance Co., The City of Pensacola d/b/a Pensacola Energy, Caldwell Associates Architects, Inc., Atlantic Specialty Insurance Co., Coin Laundry Equipment Co., Inc., Certain Underwriters at Lloyd's, London, Escambia County, Florida (as defined in the Agreement), Columbia Casualty Company and ONB Benefits Administration, LLC d/b/a JWF Specialty Co., Great American Excess & Surplus Co., Futch Design Associates, LLC, AXIS Surplus Insurance Co., Glaze Communications, Westfield Insurance Co., H.M. Yonge & Associates, Inc., Liberty International Underwriters, Klocke and Associates, Inc., XL Specialty Insurance Co., Premier Engineering, AXIS Insurance co., Rebol-Battle & Associates, Landmark American

¹ I understand that capitalized words and phrases in this document have the same meaning as in the Agreement.

Insurance Company, which shall include RSUI Group, Inc., SEMCO of Pensacola Inc., and Southern-Owners Insurance Co., and Associated Electric and Gas Services, Ltd. and Executing Counsel (the "Agreement").

b. I have had the benefit of all the legal advice I need, or want, to understand the meaning and effect of every part of the Agreement, including this Release that I am signing and the effect of the Indemnity Agreement it contains.

c. I am aware that if I do not have an attorney of my own, Robert Heath, Esq., has been appointed by the Court hearing the Action to provide me with assistance and to answer my questions.

d. I assent to become a Party to the Agreement together with Executing Counsel and every other Participating Claimant, and I assent to all provisions of the Agreement. I understand that this assent includes all of the definitions, conditions, warranties, covenants, releases, indemnities and other provisions of the Agreement, whether they are repeated in this Release or not.

1.1 **Complete Release.** For the consideration described in the Agreement, the receipt and sufficiency of which is acknowledged, and subject to the conditions in this Release, I hereby remise, release, discharge and forever acquit each and every one of the Defendants and Insurers (as defined in the Agreement) and all other Released Persons, jointly and severally, and each and all of their respective parent, subsidiaries, affiliates, managers, members, owners, partners, shareholders, agents, servants, employees, officers, elected and/or appointed officials, independent contractors, representatives, successors, assigns, attorneys, and any and all other persons, firms and/or entities who

may in any manner be liable for any Released Claim or Released Claims, and each of them, jointly and severally and in all capacities, from any Claim or Claims that I may now or may hereafter have, on account of or in any way relating to or arising out of the Explosion.

1.2 **Acknowledgement of Future Released Claims.** In connection with the complete release in Section 1.1 and to the fullest extent allowed by law, I acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true with respect to the Released Claims. Nevertheless, it is my intention to fully, finally and forever settle and release all such Released Claims, and all Claims and claims relating thereto, that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) and accrued on or before the date that the Final Judgment and Order of Dismissal is entered as to all Released Persons. In this regard, I expressly waive, to the fullest extent allowed by law, any potentially applicable statutory, regulatory or common law provisions that arguably provide otherwise. As a part of this release, I agree never to file any Claim in any administrative agency against any Released Person arising out of, connected with, or in any way relating to the Explosion.

1.3 **Exclusive Remedy.** Timely submission of a Claim Form in accordance with the procedures set forth in the Agreement is the **EXCLUSIVE** method and remedy of all Settlement Class Members for any and all Released Claims. A Claim Form timely submitted hereunder shall be in lieu of any other remedy or right of action against the Defendants and Insurers for the Released Claims. Accordingly, no Defendant or Insurer or Released Person shall be

subject to liability or expense of any kind to any Settlement Class Member with respect to any Released Claims, other than as set forth in the Agreement. I understand that if I fail to timely submit a Claim Form that fully complies with all requirements or fail to execute documents as directed by the Court or Settlement Administrator, this Release will be fully effective as to my Claims as set forth herein as though I had executed this Release.

1.4 **Covenant Not To Sue.** I will not commence, prosecute, or cause to be commenced or prosecuted against, or with regard to the asserted conduct of any Defendant or Insurer or Released Persons any action or other proceedings based upon any Claim or Released Claims.

1.5 **Injunction Against Additional Litigation.** Upon Final Approval, I acknowledge and agree that I shall immediately be enjoined from filing or becoming part of any action, including, without limitation, any putative class actions, filed against the Defendants or Insurers or Released Persons or any other person or entity, insofar as those actions relate to any of the Claims or Released Claims or otherwise interfere with this Agreement or the Settlement of the class action claims generally.

1.6 **Settlement Class Members' Agreement to Indemnify and Hold Harmless Respecting His or Her Liens and Subrogation Claims.** *I agree that I am responsible for satisfying all of my respective Liens, subrogation interests including, but not limited to, Liens or subrogation claims brought by Florida Department of Revenue, Florida Health Care Administration, Medicaid,*

Medicare, the Florida League of Cities, or any other private health or property insurance companies, and private causes of action provided in the Medicare Secondary Payer (MSP) Act, 42, U.S.C. Section 1395y (b)(3)(A), should Medicare deny coverage for any reason, including the failure to allocate adequate money to future Medicare covered medical expenses in this settlement or to otherwise protect Medicare's interests, medical expenses, workers' compensation benefits, restitution obligations and all other similar or related expenses pertaining to, arising out of or in connection with the Claims and/or Released Claims. I will indemnify and hold harmless the Defendants and Insurers and Released Parties against any and all such claims, suits, complaints or causes of action brought against any of the Released Parties and pertaining to, arising out of or in connection with the Claims and Released Claims including claims based upon Liens or any other suit or demand as set forth in this paragraph. I will be responsible for the Defendants', Insurers' and Released Parties' costs of defending against these claims, suits, complaints and causes of action, including any legal fees and court costs and agree to indemnify and hold harmless the Defendants and Insurers and Released Parties for all such fees and expenses as set forth in this Section. I will be responsible for paying any judgment against or settlement reached by the Defendants and/or Insurers and/or Released Parties in such claims, suits, complaints and causes of action. The Defendants and Insurers and Released Parties are not responsible for the expenses, costs or liabilities described in this Section, and Defendants' and Insurers' and Released Parties' monetary obligations under this Agreement are expressly limited to the settlement amounts set forth in Section 1.30 of the Settlement Agreement.

I have read and understand my obligations under this Indemnity Agreement.

Initials of all persons executing this Indemnity Agreement: _____

1.7 **Continuing Rights.** Nothing contained herein releases, nor shall be construed to release, any continuing rights that I may have resulting from the Agreement and the remedies and benefits created and conferred hereby.

1.8 **Assent to Confidentiality.** I understand that the covenants in this Release and the Agreement regarding confidentiality and prohibition of public comment are equally significant provisions of the Agreement, just like all others. I agree not to disclose or comment upon the existence or provisions of the Agreement, or actions taken pursuant to it, except as specifically permitted in the Agreement or as required or prohibited by Section 69.081(8)(a), Fla. Stat. If I am unclear about this obligation in a particular situation, I will consult with Executing Counsel, Robert Heath or the Settlement Administrator before taking any action.

1.9 **Assent Includes Entire Agreement.** I understand and acknowledge that this Release does not repeat all the provisions of the Agreement, and uses terms defined in the Agreement to have specific meanings which are not all repeated in this Release. I understand and acknowledge that what I am agreeing to, by signing this Release, is to be bound by all the contents of this Release, and thereby to be bound by all of the provisions of the Agreement, whether those provisions are repeated in this Release or not. I have read and understood the entire Agreement and this Release, and assent to all of its provisions as written.

Signature(s) of Plaintiff(s) if Current Real Party(ies) in Interest:

[Signature]

[Date]

[Printed Name]

[Witness Signature]

[Date]

[Witness Name]

Signature(s) of Bankruptcy Trustee, Personal Representative, Guardian, Conservator, or Other
Successor Real Party in Interest:

[Signature]

[Date]

[Printed Name]

[Title or Capacity]

[Witness Signature]

[Date]

[Witness Name]

(If Applicable) Name(s) and Signature(s) of Past, Present, and/or Future Spouse(s) From and after
the Date of the Explosion:

[Signature]

[Date]

[Printed Name]

[Witness Signature]

[Date]

[Witness Name]

(Optional) Name(s) and Signature(s) of Attorney(s) Other Than Executing Counsel Evidencing
Limited Joinder in Agreement:

Notice address(es) of Participating Claimant, Spouse(s), and/or Attorney(s) for purposes of the
Settlement Agreement:

Fax: _____
Email: _____

Fax: _____
Email: _____

Fax: _____
Email: _____

Approved: _____
Settlement Administrator

EXHIBIT I:

Claimant Lien Payment Proposal Prototype

GENTLE, TURNER, SEXTON & HARBISON, LLC

ATTORNEYS AND COUNSELLORS AT LAW
SUITE 100 - 501 RIVERCHASE PARKWAY EAST
HOOVER, ALABAMA 35244

EDGAR C. GENTLE, III
TERRY D. TURNER, JR.*
K. EDWARD SEXTON, II
KATHERINE A. HARBISON
J. CHRISTOPHER SMITH
JENNIFER L. BLANKENSHIP

TELEPHONE (205) 716-3000
TELECOPIER (205) 716-3010

*ALSO ADMITTED IN FLORIDA

VIA EMAIL
CONFIDENTIAL

TO:

[REDACTED] (By Email)
[REDACTED] (By Email)

FROM:

Edgar C. Gentle, III, Esq.

DATE:

February 10, 2017

RE:

[REDACTED] Settlement - Proposed Batch 3 Payments and
Documentation and Certification for Same; Our File No. [REDACTED]

Dear All:

Please find attached:

- (1) a table of Claimant's lien and net recovery payments we propose to make in Claimant Batch 3 (the "Batch 3 Payment Table") in Attachment A. This batch includes payments for [REDACTED] Claimants. When added to previous batches, the number of paid Claimants will be [REDACTED] out of the total of [REDACTED] Claimants, leaving [REDACTED] Claimants remaining to be paid;
- (2) Attachment B which includes the correspondence sent to each Claimant in the batch confirming the amount of each Claimant's lien resolution payment, if any, and net recovery (with no Claimant objecting to the proposed payments), as well as supporting documentation thereto, including (i) documentation regarding government lien resolution amounts, if any, including Medicare, Medicaid and military/Veterans Administration liens; (ii) other lien resolution documentation, including private insurance liens; and (iii) any other pertinent documentation or special payment instructions; and
- (3) Attachment C which includes copies of correspondence from CMS (Medicare) for [REDACTED] who are NOT ripe for payment, but for whom a final demand has been issued by CMS for which payment is due within 60 days of the date of letter. We propose to make the timely payments to CMS as a part of Batch 3, but the Claimant and other liens for the Claimant, if any, will not be paid until the Claimant is ripe for payment. A table of the Claimants with the Medicare payment amount is also included in Attachment C.

In providing you with the Batch 3 payments as proposed in the Batch 3 Payment Table in Attachment A and the lien resolution verification in Attachment B, including Claimant payments and lien payments, we are confirming and covenanting that (i) we are not aware of any other public or private liens

with respect to the Batch 3 Claimants that are not listed in the Batch 3 Payment Table; and (ii) that we have informed the Batch 3 Claimant and the Claimant's Counsel of Record of: (i) the type and amount of the liens to be paid from the Claimant's settlement; and (ii) the Claimant's net recovery.

The purpose of this correspondence is to comply with Section [REDACTED] Paragraphs [REDACTED] & [REDACTED] of the [REDACTED] Settlement Agreement and Release (the "Settlement Agreement"): If we receive no objections to the Batch 3 Payment Table in Attachment A, the documentation in Attachment B or the proposed Medicare payments outlined in Attachment C, we will remit each Claimant's: (i) Medicare reimbursement payments substantiated in Attachments B & C, if any, to Medicare; (ii) Medicaid reimbursement payments substantiated in Attachment B, if any, to the appropriate Medicaid agency; (iii) military and/or Veterans Administration payments substantiated in Attachment B, if any, to the appropriate agency; (iv) other lien payments, if any, substantiated in Attachment B, including ones to private insurance lienholders; and (v) the remaining net settlement funds to the Claimant for those Claimants listed in Attachment A. As payment of any medical lien claims asserted against the Claimant in Batch 3 are made; we will provide you with a copy of the check and the transmittal correspondence, which will satisfy the lien payment proof requirement of Section [REDACTED] Paragraph [REDACTED], as well.

If you have any objections to the proposed payments or need any additional information to substantiate the payment of Batch 3 liens and net Claimant recovery, please inform my office by noon on Friday, February 17, 2017. If we have received no objections and no requests for additional information, we will proceed, on Friday, February 17, 2017, with the lien and Claimant net payments as outlined in Attachment A and the Medicare payments as outlined in Attachment C.

If you have any questions or need any additional information, please let us know.

Thank you for the opportunity to work with you in this matter.

Yours very truly,

Edgar C. Gentle, III
Special Master

ECGIII/kcc
Attachments:

1. Attachment A - Batch 3 Payment Table
2. Attachment B - Supporting Documentation
3. Attachment C - Medicare Final Demand Correspondence & Table

cc: (confidential)(via email)(with attachments)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Example of Lien Payment and
Net Claimant Package**

EDGAR C. GENTLE, III, SPECIAL MASTER
GENTLE, TURNER, SEXTON & HARBISON, LLC
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
(205) 716-3000 Telephone
(205) 716-2364 Fax

March 3, 2017

CONFIDENTIAL
VIA U.S. MAIL

Re: Final Medical Lien Documentation and Pending Settlement Payment; Our File No. [REDACTED]

Dear [REDACTED]:

Enclosed please find a copy of the final Settlement Distribution Statement that was already mailed to you on September 19, 2016 and copies of the documents evidencing a proposed final resolution amount for each of your medical lien(s).

Below is a table of your medical liens, the proposed resolution amount for each, and your final net payment:

Net Settlement Before Medical Liens (from September, 2016 Settlement Distribution Statement)	[REDACTED]
Medicare	[REDACTED]
Health Partners Freedom Cost	[REDACTED]
Final Net Payment to You (if no objections from you)	[REDACTED]

If you agree to the above, we have completed the medical lien resolution process for you. [REDACTED] Other than the liens listed in the table above, we are not aware of any other public or private insurance carrier medical liens. If you are aware of an insurance carrier that covered any of your health care that is NOT listed above, please contact my office immediately to let us know.

Please carefully review the table above. If you find that the information above does not reflect accurately the medical lien amount(s) that was (were) previously communicated to you or if you disagree with settling any of the above lien claims for any of the above amounts, please contact my office within

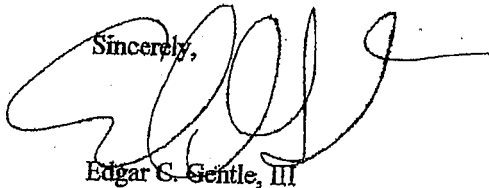
10 days of the date of this letter to make any objections. Thereafter, we will assume you have no objections.

Once the 10-day period for Claimant objections has expired, we will send your payment and medical lien information to [REDACTED] as a courtesy to reflect the Special Master's determination that all liens are resolved prior to payment of claims under the terms of the Master Settlement Agreement. Thereafter, we will pay to you your final payment shown in the table above, which will be mailed to your address on file via U.S. Mail.

Thank you very much for your cooperation in this matter. Again, please make sure you contact my office within 10 days from the date of this letter if you have any objections to the medical lien settlement amounts noted above or if you have any objections to the payment distributions noted above.

If you have any questions or need any additional information, please call my office at (800) 345-0837 or (205) 716-3000.

Sincerely,



Edgar C. Gentle, III
Special Master

ECG/kcc
Enclosures

cc: (via email) (confidential) (w/ enclosures)
Plaintiff Attorney

EDGAR C. GENTLE, III, SPECIAL MASTER AND SETTLEMENT FUND ADMINISTRATOR

GENTLE, TURNER, SEXTON & HARBISON, LLC

501 Riverchase Parkway East, Suite 100

Hoover, Alabama 35244

(800) 345-0837 Toll Free

(205) 716-3000 Telephone

September 19, 2016

On the attached Table of All Claim Values in Exhibit A, you are Claimant

1. YOUR FINAL GROSS AWARD AFTER RESOLUTION OF ALL APPEALS:

\$ [REDACTED]

2. LESS:

\$ [REDACTED]

3.

\$ [REDACTED]

4.

\$ [REDACTED]

5. FINAL GROSS SETTLEMENT (line 3 + line 4):

\$ [REDACTED]

6. LESS: ATTORNEYS' FEE (Totaling 33.33% x 5. above):

\$ [REDACTED]

7. LESS: TOTAL CASE EXPENSES (Items a and b below):

a. Less: Individual Case Out-of-Pocket Expenses (an itemization of these expenses follows this document; for further explanation of these expenses, please contact your Plaintiffs' Counsel):

\$ [REDACTED]

b. Less: Shared Client Expenses:

\$ [REDACTED]

SUBTOTAL EXPENSES (7a + 7b):

\$ [REDACTED]

8. LESS: SUBROGATION AND LIENS:

a. Less: Government Lien Withholding, if any (Medicare, Medicaid, Military, etc.):

\$ PENDING

b. Less: Private Lien Withholding, if any:

\$ PENDING

SUBTOTAL LIENS (8a + 8b):

\$ PENDING

9. NET PAYMENT TO CLIENT [LINE 5 MINUS ITEMS 6, 7, AND 8]:

\$ [REDACTED]

EDGAR C. GENTLE, III, SPECIAL MASTER
GENTLE, TURNER, SEXTON & HARBISON, LLC
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
(205) 716-3000 Telephone
(205) 716-2364 Fax

February 17, 2017

CONFIDENTIAL

Special Projects
P.O. Box 138868
Oklahoma City, OK 73113

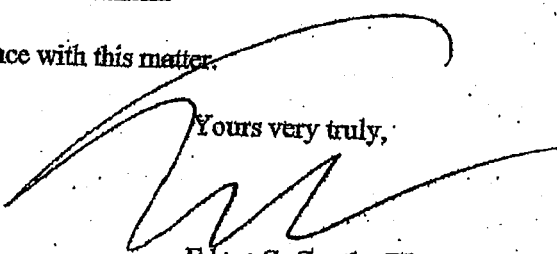
Re: [REDACTED] Settlement Fund (the "Settlement"); Lien Payment
Regarding [REDACTED] Our File No. [REDACTED]

Dear Special Projects:

According to the enclosed correspondence, we have resolved Medicare's claim against [REDACTED] in the amount of [REDACTED] therefore, please find enclosed a check for the amount listed above in full and final payment of any and all claims that Medicare may have with respect to this Claimant regarding this Settlement.

Thank you for your assistance with this matter.

Yours very truly,


Edgar C. Gentle, III
Settlement Administrator

/kcc
Enclosures



3998 1 MB 0.419
***MIXED AADC 720 R:3998 T:22 P:22 PC:4 F:690501
GENTLE, TURNER, SEXTON & HARBISON, LLC. :
501 RIVERCHASE PKWY B STE 100
HOOVER, AL 35244-1834

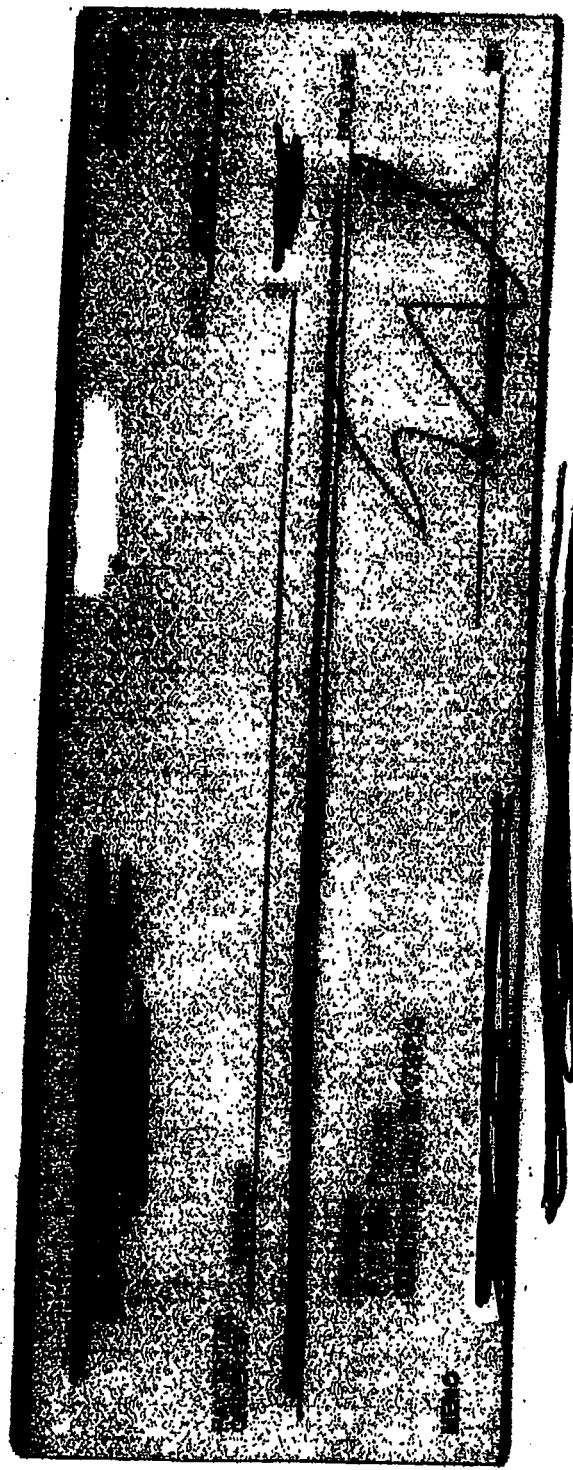
COPY
For Information Only

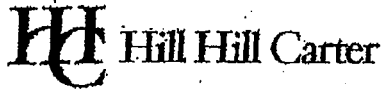
3998 1 MB 0.419
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Dear

If we know you are a representative for this matter, we are sending herewith a copy of this letter. If you have no questions regarding this letter and are represented by an attorney or other individual in this matter, you may wish to call in your representative before contacting us.

We are writing to you because we learned you have received a settlement, judgment, award, or other payment related to your care for the Date of Incident listed above. We have determined that you are required to repay the Medicare program ~~for the cost of medical care it~~





Hill, Hill, Carter,
Franco, Cole & Black, P.C.
Attorneys at Law

11902 Brinley Avenue, Suite 201
Louisville, Kentucky 40243

Telephone: 502.815.3180
www.HillHillCarter.com

February 7, 2017

Kathleen Clements, Accountant
Gentle, Turner, Sexton & Harbison, LLC
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244

RE: Plan Member:
Member ID:
Date of Birth:
Plan:
Case/Product:
DOI:
Claim Amount:
Payment to Plan:

HealthPartners

Kathleen,

Please allow this letter to serve as confirmation that the member has agreed to pay and plan has agreed to accept the above amount from the member's recent [REDACTED] gross settlement as satisfaction of the plan's right of recovery for medical benefits advanced. Provided no additional funds are recovered or settlements made by the member regarding the injuries for which the plan advanced medical benefits, this will resolve any lien or claim regarding this matter.

Please make the check payable to "Hill, Hill, Carter, Franco, Cole & Black" [REDACTED] and send the funds to our Montgomery office:

Hill, Hill, Carter, Franco, Cole & Black, P.C.
ATTN: Ashley Fielding
425 South Perry Street
Montgomery, AL 36104

Thank you for your assistance and cooperation.

Sincerely,

[REDACTED]

EDGAR C. GENTLE, III, SPECIAL MASTER
GENTLE, TURNER, SEXTON & HARBISON, LLC
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
(205) 716-3000 Telephone
(205) 716-2364 Fax

March 22, 2017

CONFIDENTIAL
VIA U.S. MAIL

Re: Final Settlement Payment; Our File No. [REDACTED]

Dear [REDACTED]

I hope you are well.

In our letter to you dated January 30, 2017, you were notified of your medical liens and your proposed Settlement payment after the liens are paid. As we have received no objections from you, enclosed please find your final [REDACTED] payment.

This payment is the net amount after the payment of medical liens and/or settlement loans which are now being paid to your medical lienholders or financial institutions, if you have any. The payment enclosed is your final payment, and no other payments will be issued to you from this Settlement.

This letter shall confirm that payment of this amount may eliminate your eligibility or otherwise negatively affect your ability to receive State or Federal income-based benefits, such as social security, unemployment compensation, welfare, food stamps or other Governmental programs. However, we are not in a position to advise you of the legal consequences that may result in your accepting this payment. Before you accept this payment, you may wish to consult with an attorney about the consequences of doing so. If you do not have an attorney who can advise you of these matters, you may contact your state Bar Association, which should be able to refer you to an attorney. Also enclosed for your information is an IRS Statement on the potential taxability of your Settlement proceeds. Please review this document, as it summarizes the tax consequences of all settlement payments.

If you have any questions or need any additional information, please call my office at (800) 345-0837 or (205) 716-3000.

Sincerely,

Edgar C. Gentle, III
Special Master

ECG/kcc
Enclosures



Settlements — Taxability

If you receive proceeds from settlement of a lawsuit, you may have questions about whether you must include the proceeds in your income. This publication provides information about whether you must include the proceeds of certain kinds of settlements in your income. Whether you must include the settlement proceeds in your income depends on all the facts and circumstances in your case.

A settlement payment may consist of multiple elements that have been allocated by the parties. For example, an agreement may include allocations to back pay, emotional distress, and attorneys' fees. Generally, the IRS will not disturb an allocation if it is consistent with the substance of the settled claims.

Personal physical injuries or physical sickness

- If you receive a settlement for personal physical injuries or physical sickness and did not take an itemized deduction for medical expenses related to the injury or sickness in prior years, the full amount is non-taxable. Do not include the settlement proceeds in your income.

BUT

- If you receive a settlement for personal physical injuries or physical sickness, you must include in income that portion of the settlement that is for medical expenses you deducted in any prior year(s) to the extent the deduction(s) provided a tax benefit. If part of the proceeds is for medical expenses you paid in more than one year, you must allocate on a pro rata basis the part of the proceeds for medical expenses to each of the years you paid medical expenses. See Recoveries in Publication 525 for details on how to calculate the amount to report. The tax benefit amount should be reported as "Other Income" on line 21 of Form 1040.

Emotional distress or mental anguish

- The proceeds you receive for emotional distress or mental anguish originating from a personal physical injury or physical sickness are treated the same as proceeds received for Personal physical injuries or physical sickness above.

BUT

- If the proceeds you receive for emotional distress or mental anguish do not originate from a personal physical injury or physical sickness, you must include them in your income. However, the amount you must include is reduced by: (1) amounts paid for medical expenses attributable to emotional distress or mental anguish not previously deducted and (2) previously deducted medical expenses for such distress and anguish that did not provide a tax benefit. Attach to your return a statement showing the entire settlement amount less related medical costs not previously deducted and medical costs deducted for which there was no tax benefit. The net taxable amount should be reported as "Other Income" on line 21 of Form 1040.

Settlements — Taxability (continued)

Lost wages or lost profits

- If you receive a settlement in an employment-related lawsuit; for example, for unlawful discrimination or involuntary termination, the portion of the proceeds that is for lost wages (i.e., severance pay, back pay, front pay) is taxable wages and subject to the social security wage base and social security and Medicare tax rates in effect in the year paid. These proceeds are subject to employment tax withholding by the payor and should be reported by you as "Wages, salaries, tips, etc." on line 7 of Form 1040.
- If you receive a settlement for lost profits from your trade or business, the portion of the proceeds attributable to the carrying on of your trade or business is net earnings subject to self-employment tax. These proceeds are taxable and should be included in your "Business income" reported on line 12 of Form 1040. These proceeds are also included on line 2 of Schedule SE (Form 1040) when figuring self-employment tax. For more information about reporting self-employment income and paying self-employment tax, see Publication 334, Tax Guide for Small Business (For Individuals Who Use Schedule C or C-EZ).

Loss-in-value of property

- Property settlements for loss in value of property that are less than the adjusted basis of your property are not taxable and generally do not need to be reported on your tax return. However, you must reduce your basis in the property by the amount of the settlement.
- If the property settlement exceeds your adjusted basis in the property, the excess is income. For more information, see the instructions for Schedule D, (Form 1040) Capital Gains and Losses and the instructions for Form 4797, Sales of Business Property.

Interest: Interest on any settlement is generally taxable as "Interest Income" and should be reported on line 8a of Form 1040.

Punitive Damages: Punitive damages are taxable and should be reported as "Other Income" on line 21 of Form 1040, even if the punitive damages were received in a settlement for personal physical injuries or physical sickness.

Some settlement recipients may need to make estimated tax payments if they expect their tax to be \$1,000 or more after subtracting credits & withholding. Information on estimated taxes can be found in IRS Publication 505, Tax Withholding and Estimated Tax, and in Form 1040-ES, Estimated Tax for Individuals.

For additional information, see Publication 525, Taxable and Nontaxable Income, visit our website at www.irs.gov, or call toll-free at 1-800-829-1040.

Important Note about Health Insurance Coverage. If you, your spouse, or your dependent enrolled in health insurance coverage through the Health Insurance Marketplace and advance payments of the premium tax credit were made to the insurance company, let the Marketplace know if you have a change in circumstances such as a change in income. Reporting changes will help you get the proper type and amount of financial assistance so you can avoid getting too much or too little assistance in advance. Find out more about the tax-related provisions of the health care law at IRS.gov/aca. See IRS Publication 5121, Need help paying for health insurance premiums? and Publication 5152, Report changes to the Marketplace as they happen.

All of the forms and publications referenced in this publication are available from the IRS at www.irs.gov. Paper copies can be ordered by calling 1-800-829-3676 (1-800-TAX-FORM).

MEMO

PAY TO THE ORDER OF

DATE

SYMBOL

DOLLARS

[Handwritten signature]

[Handwritten signature]

[REDACTED]
EDGAR C. GENTLE, III, SPECIAL MASTER
GENTLE, TURNER, SEXTON & HARBISON, LLC
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
(205) 716-3000 Telephone
(205) 716-2364 Fax

February 17, 2017

CONFIDENTIAL

Special Projects
P.O. Box 138868
Oklahoma City, OK 73113

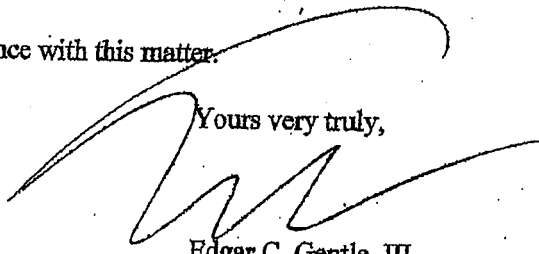
Re: [REDACTED] Settlement Fund (the "Settlement"); Lien Payment
Regarding [REDACTED] ; Our File No. [REDACTED]

Dear Special Projects:

According to the enclosed correspondence, we have resolved Medicare's claim against [REDACTED] in the amount of [REDACTED] therefore, please find enclosed a check for the amount listed above in full and final payment of any and all claims that Medicare may have with respect to this Claimant regarding this Settlement.

Thank you for your assistance with this matter.

Yours very truly,


Edgar C. Gentle, III
Settlement Administrator

/kcc
Enclosures



3998 1 MB 0.419

***MIXED AADC 720 R:3998 T:22 P:22 PC:4 F:690501

GENTLE, TURNER, SEXTON & HARBISON, LLC

501 RIVERCHASE PKWY E STE 100

HOOVER, AL 35244-1834

COPY

For Information Only

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January 12, 2017

3998 1 MB 0.419

***MIXED AADC 720 R:3998 T:22 P:22 PC:4 F:690501

RE: Beneficiary Name:
Medicare Number:
Case Identification Number:
Date of Incident:
Demand Amount:

Dear

If we know you have a representative for this matter, we are sending him/her a copy of this letter. If you have any questions regarding this letter and are represented by an attorney or other individual in this matter, you may wish to talk to your representative before contacting us.

We are writing to you because we learned you have received a settlement, judgment, award, or other payment related to your case for the Date of Incident listed above. We have determined that you are required to repay the Medicare program, ~~XXXXXX~~ for the cost of medical care it

PAY TO THE ORDER OF Medicare **DATE** 2/17/87

MEMO Medicare **P.O. Box 138888** **OKLAHOMA CITY, OK 73113**

\$ 27 **DOLLARS**

EDGAR C. GENTLE, III, SPECIAL MASTER
GENTLE, TURNER, SEXTON & HARBISON, LLC
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
(205) 716-3000 Telephone
(205) 716-2364 Fax

March 22, 2017

CONFIDENTIAL

Hill, Hill, Carter, Franco, Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104
Attn: Ashley Fielding

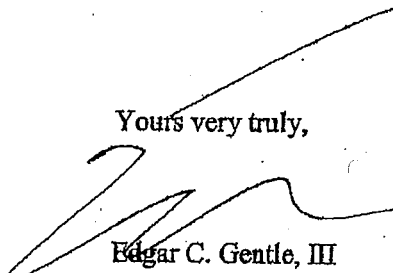
Re: [REDACTED] Settlement Fund (the "Settlement"); Lien Payment
Regarding [REDACTED]; Our File [REDACTED]

Dear Ms. Fielding:

According to the enclosed correspondence, we have resolved HealthPartners's claim against [REDACTED] in the amount of [REDACTED] therefore, please find enclosed a check for the amount listed above in full and final payment of any and all claims that your office may have with respect to this Claimant regarding this Settlement.

Thank you for your assistance with this matter.

Yours very truly,



Edgar C. Gentle, III
Settlement Administrator

/kcc
Enclosures



Hill, Hill, Carter,
Franco, Cole & Black, P.C.
Attorneys at Law

11902 Brinley Avenue, Suite 201
Louisville, Kentucky 40243

Telephone: 502.815.3130
www.HillHillCarter.com

February 7, 2017

Kathleen Clements, Accountant
Gentle, Turner, Sexton & Harbison, LLC
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244

RE: Plan Member:
Member ID:
Date of Birth:
Plan:
Case/Product:
DOI:
Claim Amount:
Payment to Plan:

Health Partners

Kathleen,

Please allow this letter to serve as confirmation that the member has agreed to pay and plan has agreed to accept the above amount from the member's recovery gross settlement as satisfaction of the plan's right of recovery for medical benefits advanced. Provided no additional funds are recovered or settlements made by the member regarding the injuries for which the plan advanced medical benefits, this will resolve any lien or claim regarding this matter.

Please make the check payable to "Hill, Hill, Carter, Franco, Cole & Black", and send the funds to our Montgomery office:

Hill, Hill, Carter, Franco, Cole & Black, P.C.
ATTN: Ashley Fielding
423 South Perry Street
Montgomery, AL 36104

Thank you for your assistance and cooperation.

Sincerely,

PAY TO THE ORDER OF

Hill Hill, Carlin, Franco, Cole & Black

Hill Hill, Carlin, Franco, Cole & Black
c/o: Ashley Fleming
425 South Pony Street
Montgomery, AL 36104

MEMO

DATE 3/22/2017

DOLLARS

MP