

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

CLARKE ALLEN, ET AL,

PLAINTIFFS

v.

A.E. NEW JR., INC.,
ET AL,

DEFENDANTS

CASE NO.2015-CA-000722

DIVISION NO. E

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2017 NOV -8 P 2:05
CIVIL DIVISION
FILED & RECORDED

PRELIMINARY APPROVAL ORDER

This cause came on to be heard on September 20, 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 this matter (hereinafter "the Action") have moved pursuant to Florida Rule of Civil Procedure 1.220 for an order (a) certifying a settlement class; (b) preliminarily approving the proposed settlement of the Action in accordance with the Parties' Class Settlement Agreement and General Release dated May 16 2017, as filed with the Court ("the Agreement"), which sets forth the terms and conditions for the proposed settlement of the Action; and (c) approving a notice plan consistent with Rule 1.220, Fla. R. Civ. P., 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 upon appointment, the Settlement Administrator, be granted authority to subpoena medical records with respect to Escambia County employees who are 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. The 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 Klotz 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 has applied a heightened scrutiny analysis and specifically 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. All class representatives have live cases and claims against the Defendants.
 - b. 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.
 - c. The class definition as set forth above allows this Court to reasonably ascertain if a person is a class member.
 - d. 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, Inc. , Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering Group, LLC, Rebol-Battle & Associates, and SEMCO of Pensacola Inc., (collectively, "Defendants") in connection with the Explosion including but not limited to the following:

What caused the explosion?

What duty did each defendant have to ensure that the dryers were located in a safe place?

What duty did each defendant have to ensure that the dryers were properly secured and bolted?

When did Escambia County learn of the leak and did they timely act to mitigate the potential damage and avoid the explosion?.

- e. 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. There is a Settlement Class Representative from each of the eight categories so as to ensure that claimants with similar injuries are fairly and consistently compensated.
- f. 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.

- g. 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.
- h. Questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any question of law or fact affecting only individual members of the class because:

(1) Proof offered by class representatives necessarily will prove or disprove the cases of the absent class members. Proof by class representatives relating to the following question will predominate over any issues relating to individual class members: (i) 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; (ii) Whether the Defendants owed a duty of care and/or fiduciary obligation to the members of the Class and whether that duty of care and/or fiduciary obligation was breached; (iii) Whether there exists an implied contract between the members of the Class on the one hand, and the

Defendants on the other hand, and whether the actions of the Defendants breached that implied contract; (iv) Whether, because of its alleged wrongdoing herein, the Defendant Escambia County should be required to waive any monetary claims it has against any Defendants; and (v) The proper measure of damages, and the proper method of determining those damages on a class-wide basis. Answering these questions for class representatives answers these questions for class members.

(2) Any variance in damage recovery between class members is calculable by using a systematic formula such as the one created by Ed Gentle after consultation with attorneys representing approximately two-thirds of the class members.

i. Class certification is superior to all other methods of resolving this matter because:

(1) Many class members were incarcerated prisoners without means to pursue individual claims;

(2) Many class members sustained minor injuries that are not large enough to justify the expense of separate litigation, particularly here, because the case involves complicated legal and technical issues; and,

(3) The class is manageable because of the preparation and ongoing involvement of counsel.

j. The Court is satisfied and specifically finds that the proposed class mechanism is the product of arms' length negotiations and that no

collusion exists in regard to the matters presented to the Court.

- k. Therefore, 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.
- l. 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. The Defendants reserve the right to bring claims against each other should the Effective Date not occur.

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. Based upon the evidence presented at the hearing, the Court finds that the proposed Agreement is the product of informed, arms' 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, in that:

(1) The negotiations between the parties included four and one half days of in-person negotiations involving all of the Settling Defendants and Insurers, followed by over seventeen months of continuing negotiations between smaller teams designated to participate on behalf of the larger groups;

(2) Attorneys representing approximately 440 of the 668 individuals present at the CBD during the explosion participated in the negotiations leading to the settlement on an ongoing basis;

(3) It is unlikely that the class would recover significantly more from the Settling Defendants and Defendants' Insurers if the matter is litigated and there is a substantial likelihood that the class would recover less;

(4) The settlement, if finally approved, would result in mutual releases among Defendants of cross-claims and third-party claims for contribution, non-contractual indemnity and contractual indemnity. Among the claims that would be released is a very substantial claim by Escambia County for property damage to the CBD and consequential damages arising out of the explosion. In the absence of this settlement, it is possible that individual plaintiffs would take nothing;

(5) The Agreement is fair, reasonable, and adequate based upon the Court's consideration of all relevant factors including the complexity and duration of this litigation; the reaction of the class to the settlement; the stage of these proceedings; the risk of establishing liability; the risk of establishing damages; the risk of maintaining a class action; the ability of the Defendants to withstand a greater judgment; the reasonableness of the settlement in light of the best recovery; and the range of reasonableness of the settlement in light of all the attendant risks of litigation.

- b. The Court 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. Unless an interlocutory appeal is filed, the Fairness Hearing shall be held before The Honorable Jan Shackelford on February 11, 2019, at 9:00 a.m., at Courtroom Number 404 or such other Courtroom as may be designated,

in the Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County, at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32502: (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 any properly prescribed and timely filed objections, final approval of the Agreement, approval of 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, within 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 December 24, 2017 last date being no later than January 7, 2018.
- c. Posting a copy of the Individual Notice, attached as Exhibit 3, on the Internet at a website with the address: www.pensacolasettlement.com. A copy of the Settlement Agreement as set out in paragraph 9.2.1 of the Settlement Agreement shall also be posted on this website.
- 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 January 24, 2018.

- 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 September 1, 2018.

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 September 1, 2018.
 - 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
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, Inc.
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 Group, LLC
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 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 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. In this regard, the discovery period as provided for in section 3.4 through 3.8 of the Agreement shall commence on January 9, 2018, and shall extend for a period of 120 days. At the conclusion of this period, Escambia County, Florida, may petition the Court for an order providing for judicially-approved demolition of the Central Booking and Detention Facility and any evidence that may be contained therein.

24. The Settlement Administrator is granted authority to obtain subpoenas from the Clerk of Court to obtain medical records of Ashley Conrad, Christiane Crosby, Aaron Freeman, Shannon Hankinson, Eve Harris, Joseph Lane, Roger Lastinger, (Stacey Taylor, Amanda Tajerina and Vadra Witherspoon or any other individual to whom the Florida League of Cities made workers compensation payments related to the Explosion

DONE AND ORDERED THIS 8 DAY OF Nov., 2017

x


THOMAS V. DANNHEISSER
CIRCUIT COURT JUDGE

SCHEDULE OF EXHIBITS TO PRELIMINARY APPROVAL ORDER

Exhibit 1: Claim Form

Exhibit 2: Published Notice

Exhibit 3: Individual Notice

Exhibit 1 to Preliminary Approval Order:

Claim Form

December 8, 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 MARCH 10, 2018 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, Inc., AXIS Surplus Insurance Co., Glaze Communications, H.M. Yonge & Associates, Inc., Liberty International Underwriters, Klocke and Associates, Inc., XL Specialty Insurance Co., Premier Engineering Group, LLC,

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, \$2,520,000 (14.4%) is designated to be paid to the approximately 610 Inmates only, in connection with their civil rights claims, and the additional \$14,980,000 (85.6%) 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, \$2,520,000 (14.4%) is designated to be paid to the approximately 610 Inmates only, in connection with their civil rights claims, and the additional \$14,980,000 (85.6%) 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

*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 estimated amount is \$17,642,000, and was announced by the Defendants at the Preliminary Approval Hearing, and may continue to erode due to additional payment of legal fees. Therefore, the \$17,500,000 amount is a good estimate of what will be available at the time of your payment.

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.

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 Central Booking and Detention Facility of Escambia County, in Pensacola, Florida (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 award 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(85.6% or \$1,829,700 paid from the All Claimants Account described below and 14.4% or \$307,800 paid from the Inmate Account described below)** |
| <input type="checkbox"/> (C) Deceased Inmate Claimant with 1 Survivor | \$1,737,500(85.6% or \$1,487,300 paid from the All Claimants Account described below and 14.4% or \$250,200 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.

** 85.6% from the All Claimants Account and 14.4% from the Inmate Account.

After the above payments to the Gravely Injured Claimants, the balance of the two accounts is as follows: \$7,038,000 in the All Claimants Account** and \$1,962,000 in the Inmate Account***, or a total of \$2,000,000.

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 this 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 this 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**

** This balance in the All Claimants Account is calculated as follows: \$14,980,000 (for all Settlement Claims) minus \$4,625,000 (to pay Gravely Injured Claimant (A)) minus \$1,829,700 (to pay Gravely Injured Claimant (B)) minus \$1,487,300 (to pay Gravely Injured Claimant (C)) = \$7,038,000.

*** This balance in the Inmate Account is calculated as follows: \$2,520,000 (Settlement for Inmate Civil Rights Claims) minus \$307,800 (to pay Gravely Injured Claimant (B)) minus \$250,200 (to pay Gravely Injured Claimant (C)) = \$1,962,000.

(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 Fire, 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 Fire. You had no broken bones.
- (ii) Mental Injury: As a result of the Fire, 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 Fire, or were advised in writing by a psychologist, mental health therapist, psychiatrist or other professional to obtain treatment within 6 months after the Fire, 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 Fire 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 original Action (a "Representative Claimant") that helped the case settle (about 85 Claimants), (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 \$176,754.58 is in the All Claimants Account and \$29,734.42 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 85.6% from the All Claimants Account and 14.4% 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 85.6% from the All Claimants Account and 14.4% 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 approximately 85.6 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 the Additional 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 10.3 of the Settlement Agreement are exceeded, the Defendants have the right to reject 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**

**** Allocation of Inmate payments is done as follows: 14.4% comes from the Inmates Account and 85.6% comes from the All Claimants Account.

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 and Robert Heath, Esq. for some of the Pro Se Claimants 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: 14.4% comes from the Inmates Account and 85.6% comes from the All Claimants Account.

A Estimated Number Of Claimants In Category	B Estimated Amount You Will Receive	C Estimated Total Payments For Entire Category From The All Claimants Account	D Estimated Total Payments For Entire Category From the Inmates Account *****
Category Four: 20 (19 Inmates and 1 Employees)	<p>\$12,000 For Employees or First Responders 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.)</p>	\$240,000	\$64,980
Category Five: 18 (16 Inmates and 2 Employees)	<p>\$24,000 For Employees or First Responders 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.)</p>	\$432,000	\$109,920

***** Allocation of Inmate payments is done as follows: 14.4% comes from the Inmates Account and 85.6% comes from the All Claimants Account.

A Estimated Number Of Claimants In Category	B Estimated Amount You Will Receive	C Estimated Total Payments For Entire Category From The All Claimants Account	D 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.)	<u>\$1,600,000</u>	<u>\$118,800</u>

* ***** Allocation of Inmate payments is done as follows: 14.4% comes from the Inmates Account and 85.6% comes from the All Claimants Account.

**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

***** \$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 \$17.642 Million, and may continue to erode due to payment of legal fees. Therefore, the \$17,500,000 amount is a good estimate of what will be available at the time of your payment.

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 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 September 1, 2018 (265 days after the effective date of the Preliminary Approval Order). The procedures of opting out or objecting to the Settlement 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 \$17,642,000, and was announced by the Defendants at the Preliminary Approval Hearing, and may continue to erode due to additional payment of legal fees. Therefore, the \$17,500,000 amount is a good estimate of what will be available at the time of your payment.

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.

² Any 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) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	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.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (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 <i>How to get a TIN</i> 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 ▶ _____
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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 exceptions.
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 he or she stays in the United States exceeds 5 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-8.

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 6 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 \$600 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 6045(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 LLC 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 LLC 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 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 ²
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 ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
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 8832 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.

² 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.

*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 1-800-829-4059.

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 (1-877-438-4338).

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 from **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. Even 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 & HARBISON, 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 entire form using information for the Claimant and attach a copy of the documentation designating you as such. PLEASE WRITE LEGIBLY.

Name: _____ (First) (M.I.) (Last)	Date of Birth: ____/____/____ mm/dd/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 Representative 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 <u>are</u> automatically eligible)
i. On what date did the benefits begin? _____
ii. Please list your Medicare number (HICN): _____

PLEASE ATTACH A COPY OF YOUR MEDICARE CARD

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 (Prime, 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: _____

Street

City

State

Zip

PLEASE ATTACH A COPY OF THE FRONT & BACK OF YOUR INSURANCE CARD(S)

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: _____

Street

City

State

Zip

PLEASE ATTACH A COPY OF THE FRONT & BACK OF YOUR INSURANCE CARD(S)

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 designating you as such.****

PLEASE MAKE SURE THAT YOU
COMPLETE & RETURN
ALL PAGES OF THIS FORM.
MISSING OR ILLEGIBLE INFORMATION
AND/OR PAGES WILL DELAY THE
PROCESSING OF YOUR CLAIM.

**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 unsure 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 exact dates, 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 1634.524. 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 HIM director, privacy officer, or other release of information employee of the above named healthcare provider.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

MEDICARE PROOF OF REPRESENTATION

Sign below if you, the Medicare beneficiary, want to inform the Centers for Medicare & Medicaid Services (CMS) that you have given another individual the authority to represent you and act on your behalf with respect to your claim for liability insurance, no-fault insurance, or workers' compensation, including releasing identifiable health information or resolving any potential recovery claim that Medicare may have if there is a settlement, judgment, award, or other payment. Your representative must also sign that he/she has agreed to represent you.

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. Harbison, Esq.
(X) Attorney* Relationship to Medicare Beneficiary: Lien/Settlement Administrator
() Guardian* Firm or Company Name: Gentle, Turner, Sexton & Harbison, LLC
() Conservator* Address: 501 Riverchase Parkway East, Suite 100
() Power of Attorney* Hoover, AL 35244
Telephone: (p) 205-716-3000 (f) 205-716-2364

* 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://go.cms.gov/cobro> 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.: _____

		<p>RICK SCOTT GOVERNOR</p> <p>JUSTIN M. SENIOR SECRETARY</p>
---	--	--

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., 1 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 arising 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.

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) 357-3268 or Fax (844) 845-8352.
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 _____

**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) ["RELEASE"]**

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 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 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 (as defined in the Agreement), Columbia Casualty, Co., Great American Excess & Surplus Co., Futch Design Associates, Inc., 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 Group, LLC, AXIS Insurance co., Rebol-Battle & Associates, Landmark American Insurance Company, which shall include RSUI Group,

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

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 Declaration of Assent and 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 Declaration of Assent and 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 this 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 this 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 of Claims 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 Settlement Agreement regarding confidentiality and prohibition of public comment are equally significant provisions of the Settlement Agreement, just like all others. I agree not to disclose or comment upon the existence or provisions of the Settlement Agreement, or actions taken pursuant to it, except as specifically permitted in the Settlement Agreement. 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 Declaration of Assent and 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 Declaration. I understand and acknowledge that what I am agreeing to, by signing this Declaration, is to be bound by all the contents of this Declaration, and thereby to be bound by all of the provisions of the Agreement, whether those provisions are repeated in this Declaration or not. I have read and understood the entire Agreement, 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 Scored Claimants (A)				
First Responder		# of Claimants	Amount	Total
Cat 1	Inmate	4	\$ 500.00	\$ 2,000.00
	Other	215	\$ 1,530.00	\$ 328,950.00
Cat 2	Inmate	3	\$ 1,200.00	\$ 3,600.00
	Other	72	\$ 3,440.00	\$ 247,680.00
Cat 3	Inmate	0	\$ 2,700.00	\$ -
	Other	80	\$ 6,870.00	\$ 549,600.00
Cat 4	Inmate	6	\$ 5,400.00	\$ 32,400.00
	Other	17	\$ 15,420.00	\$ 262,140.00
Cat 5	Inmate	2	\$ 12,000.00	\$ 24,000.00
	Other	16	\$ 30,870.00	\$ 493,920.00
Cat 6	Inmate	5	\$ 24,000.00	\$ 120,000.00
	Other	18	\$ 69,600.00	\$ 1,252,800.00
Cat 7	Inmate	8	\$ 60,600.00	\$ 484,800.00
	Other	0	\$ 114,850.00	\$ -
		6	\$ 100,000.00	\$ 600,000.00
		452		\$ 4,401,890.00

Represented/Pro Se and not Scored Claimants (B)				
First Responder		# of Claimants	Amount	Total
Cat 1	Inmate	0	\$ -	\$ -
	Other	16	\$ 1,530.00	\$ 24,480.00
Cat 2	Inmate	1	\$ 1,200.00	\$ 1,200.00
	Other	5	\$ 3,440.00	\$ 17,200.00
Cat 3	Inmate	0	\$ 2,700.00	\$ -
	Other	6	\$ 6,870.00	\$ 41,220.00
Cat 4	Inmate	1	\$ 5,400.00	\$ 5,400.00
	Other	0	\$ 12,000.00	\$ -
Cat 5	Inmate	1	\$ 30,870.00	\$ 30,870.00
	Other	1	\$ 24,000.00	\$ 24,000.00
Cat 6	Inmate	1	\$ 69,600.00	\$ 69,600.00
	Other	1	\$ 60,600.00	\$ 60,600.00
Cat 7	Inmate	0	\$ 114,850.00	\$ -
	Other	1	\$ 100,000.00	\$ 100,000.00
		35		\$ 389,990.00

	Represented/Pro				Total
	Represented and Scored [A]	Se and not Scored [B]	Not Represented and Not Scored [C]		
Net Revenue for Non-Gravely Injured Claimants	\$ 5,389,650.00	\$ 4,401,890.00	\$ 389,990.00	\$ 597,770.00	\$ 5,389,650.00
Net Extraordinary Damages	\$ 206,489.00	\$ 168,646	\$ 14,941	\$ 22,902	\$ 206,489.00
Total Net Payments	\$ 5,596,139.00	\$ 4,570,535.81	\$ 404,931.35	\$ 620,671.85	\$ 5,596,139.00
Three Gravely Injured Claimants	\$ 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	\$ 147,986.68	\$ 140,393.17	\$ 3,534,200.00
	\$ 17,500,000.00	\$ 16,186,016.96	\$ 552,918.03	\$ 761,065.02	\$ 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 _____, ____.

Notary Public
My Commission Expires:

[SEAL]

Exhibit 2 to Preliminary Approval Order:

Published Notice

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 E, 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, LLC, The City Of Pensacola D/B/A Pensacola Energy, Coin Laundry Equipment Corp., Futch Design Associates, Inc., Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering Group, LLC, Rebol-Battle & Associates, and Semco, Inc.

Dear Class Member:

A Class Action Settlement was preliminarily approved on November 9, 2017 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 (the "Explosion") occurred, and subsequent evacuation therefrom and emergency responses thereto occurred, and anyone who was married to such a person at the time of any of the foregoing events, in the case of a person who is deceased, the wrongful death beneficiaries or heirs of said person; or anyone who is related to such person and has a Claim through said person due to said relationship against 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, Inc., Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering Group, LLC, 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 effective date of the Preliminary Approval Order, or no later than March 10, 2018 .
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 265 days after the effective date of the Preliminary Approval Order, or no later than September 1, 2018 .
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 265 days after the effective date of the Preliminary Approval Order, or no later than September 1, 2018 .
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 _____ at 9:00 a.m..
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 3 to Preliminary Approval Order:

Individual 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 E**

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

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

All persons who were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola Florida during the April 30, 2014 fire and explosion at the Escambia County Central Booking and Detention Center (the "CBD") in Pensacola, Florida (the "Explosion"), or subsequent evacuation therefrom and emergency responses thereto; anyone who was married to such a Claimant at the time of any of the foregoing events; in the case of a Claimant who is deceased, the wrongful death beneficiaries or heirs of said Claimant; or anyone who is related to the Claimant and has a Claim through the Claimant due to said relationship.

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

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

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

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

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

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

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

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

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.
Michles & Booth
501 Brent Lane
Pensacola, Florida 32503
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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

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

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SUMMARY OF THE CASE

This Action is a consolidated class action in which Named Plaintiffs allege that Defendants acted negligently and caused injuries, death and damages as a result of the Explosion at the CBD. Copies of the Complaint and Amended Class Action Complaint (the "Complaint") and other documents filed in the Action are available at www.pensacolasettlement.com 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, Inc., Glaze Communications, H.M. Yonge & Associates, Inc., Klocke and Associates, Inc., Premier Engineering Group, LLC, Rebol-Battle & Associates, and Semco, Inc. The Action is known as *Allen, et al, v. A.E. New, Jr.; Caldwell Associates Architects, Inc.; and Escambia County, Florida, et al*, Civil Action No: 2015-CA-000722.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

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

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

STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT IN THIS ACTION

Class Counsel are waiving Class Counsel fees.

WHAT WILL THE PLAINTIFFS GET?

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

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

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

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

2. WHAT IS THE ACTION ABOUT?

THE CLAIMS IN THIS ACTION

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

THE ACTION HAS BEEN VIGOROUSLY LITIGATED

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

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

SETTLEMENT DISCUSSIONS

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

3. WHY IS THIS CASE A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

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

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

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

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

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

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

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

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

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

7. HOW MUCH WILL MY PAYMENT BE?

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

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

8. HOW CAN I GET PAYMENT?

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

9. WHEN WOULD I GET MY PAYMENT?

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

THERE WILL BE NO PAYMENTS IF THE SETTLEMENT AGREEMENT IS TERMINATED

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

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

10. MUST I PARTICIPATE IN THE SETTLEMENT?

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

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

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

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

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

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

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel are waiving Class Counsel fees.

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

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

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

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

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

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

To Class Counsel:

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

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 Counsel for the Individual Class Members:

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

Eric D. Stevenson, Esq.
Stevenson Klotz
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Scott Stone, Esq.
Whibbs Stone Barnett, PA
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Kevin Hausfeld, Esq.
Kevin Hausfeld, PA
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Jon B. Gann, Esq.
The Law Office of Jon B. Gann, PA
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Pensacola, Florida 32502
Telephone: (850) 438-2345

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Henry C. Hunter, Esq.
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DeLand, Florida 32724
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Robert Scott Cox, Esq.
Cox & Kaleko, PLLC
122 South Calhoun Street
Tallahassee, Florida 32301
Telephone: (850) 577-0296

To Defense Counsel:

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

THE FAIRNESS HEARING

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

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

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

15. DO I HAVE TO COME TO THE HEARING?

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

16. MAY I SPEAK AT THE HEARING?

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

IF YOU DO NOTHING

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

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

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed on Page 2, above. Copies may also be obtained at a dedicated Settlement internet site, www.pensacolasettlement.com, 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: NOVEMBER 9, 2017