IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY CIVIL DIVISION

KOUNGNUM BROWN; TOMIKA BROWN; C.B., a Minor, by and through his Parents and Natural Guardians, Koungnum Brown and Tomika Brown; EFFIE CRAWLEY; ROBERT EISHEN; LISA EISHEN; A.E., a Minor, by and through her Parents and Natural Guardians, Robert Eishen and Lisa Eishen; and MARIA COATES on behalf of themselves and all other persons similarly-situated

Plaintiffs,

v.

GOPHER RESOURCE, LLC; ENVIROFOCUS TECHNOLOGIES, LLC and ECP GOPHER HOLDINGS, LP,

Defendants.
_____/

Case No. 2021-CA-004494

Class Representation

[PROPOSED]
ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AWARD OF ATTORNEYS' FEES AND EXPENSES AND NAMED PLAINTIFF INCENTIVE AWARDS AND ENTERING FINAL ORDER AND JUDGMENT

Plaintiffs KOUNGNUM BROWN, TOMIKA BROWN; C.B., a Minor, by and through his Parents and Natural Guardians, Koungnum Brown and Tomika Brown; EFFIE CRAWLEY; ROBERT EISHEN; LISA EISHEN; A.E., a Minor, by and through her parents Robert Eishen and Lisa Eishen; and MARIA COATES (collectively, "Named Plaintiffs"), on behalf of themselves and as representatives of the Settlement Class, have entered into a Settlement Agreement with Defendants GOPHER RESOURCE, LLC ("Gopher"); ENVIROFOCUS TECHNOLOGIES, LLC ("EFT"); and ECP GOPHER HOLDINGS, LP ("Gopher Holdings") (collectively, "Defendants," and with Named Plaintiffs, the "Parties") to resolve the litigation Brown, et al. v. Gopher Resource, et al., Case No. 21-CA-004494 (13th Judicial Circuit, Hillsborough County, Fla.). The Court held

a preliminary approval hearing on July 11, 2024, and on July 24, 2024, the Court entered an order memorializing its July 11, 2024 ruling and granting preliminary approval of the Settlement, provisionally approving certification of a class and subclasses for settlement. See Order Granting Preliminary Approval of Class Action Settlement (Dkt. 720) ("Preliminary Approval Order").

On February 3, 2025, the Court held a Fairness Hearing on (1) Named Plaintiffs' Motion for Final Approval of Class Action Settlement (Dkt. 738) and (2) Named Plaintiffs' Motion for Approval of Attorneys' Fees and Expenses and Incentive Awards (Dkt. 725). During the hearing, the Court also considered the Parties' Joint Motion to Approve Special Needs Trust and Settlement Preservation Trust and The Huntington Bank as Trustee For Special Needs Trust and Settlement Preservation Trust (Dkt. 723). Through the briefs, exhibits and argument at the Fairness Hearing, the Court has thoroughly examined and considered the Settlement and the Settlement Agreement, the request for Attorneys' Fees and Expenses and Incentive Awards and the request to approve the Special Needs Trust and Settlement Preservation Trust and The Huntington Bank as Trustee for both trusts. The Court finds the Motion for Final Approval of Class Action Settlement should be GRANTED, the Motion for Approval of Attorneys' Fees and Expenses and Incentive Awards should be GRANTED and the Joint Motion to Approve Special Needs Trust and Settlement Preservation Trust and The Huntington Bank as Trustee For Special Needs Trust and Settlement Preservation Trust should be GRANTED.

NOW, THEREFORE, THE COURT HEREBY FINDS, CONCLUDES AND ORDERS AS FOLLOWS:

1. The Court has personal jurisdiction over the Named Plaintiffs and all members of the Settlement Class, and the Court has subject matter jurisdiction to approve the Settlement Agreement and all Exhibits thereto.

2. For purposes of this Order, except as otherwise set forth herein, the Court adopts and incorporates the definitions contained in the Settlement Agreement. The Settlement Agreement is adopted by the Court and made part of this Final Order and Judgment as if set out in full herein. However, this Final Order controls where there is any conflict.

3. Settlement Class Counsel, Michael Fuller, Jr. of Farrell & Fuller Law, previously appointed by the Court is appointed as Settlement Class Counsel for the Settlement Class, as he has fairly and competently represented the interests of the Settlement Class.

4. Pursuant to Fla. R. Civ. P. 1.220(a)-(b), the Court determines that the following Settlement Class be permanently certified solely for the purposes of the Settlement:

> a) All individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date; (b) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to the Preliminary Approval Date; and (c) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date;
>
> In addition to the individuals above, all plaintiffs in any other lawsuits against Defendants alleging personal or bodily injury or exposure claims that are pending as the Preliminary Approval Date are deemed members of the Settlement Class

5. The Court further determines that the following Settlement Subclasses be permanently certified solely for the purposes of the Settlement:

> The Worker and Family Member Subclass: All individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the

Preliminary Approval Date as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date.

The Eagan Neighbors Subclass: All individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to the Preliminary Approval Date.

The Tampa Neighbors Subclass: All individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date.

Specifically excluded from the Settlement Class are the following Persons:

(i) Defendants and their respective subsidiaries, affiliates, directors and members;

(ii) Settlement Class Counsel;

(iii) The judges who have presided over the Litigation or the Related Litigation or any other personal injury or bodily injury cases against any of the Defendants;

(iv) Local, municipal, state and federal governmental agencies; and

(v) All persons who have properly and timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

6. The Court further finds that the prerequisites to a class action under Rule 1.220(a) are satisfied solely for settlement purposes:

a. First, the Court finds that Rule 1.220(a), which requires that the proposed class and subclasses be "so numerous" that joinder of all members is "impracticable," is met. While there is no numerical requirement for satisfying numerosity, thousands of persons have already submitted Claims and each of the Settlement Subclasses numbers in the thousands. See Sosa v. Safeway Premium Fin. Co., 73 So. 3d 91, 114 (Fla. 2011) (holding "projected class of at least several

hundred, if not thousands," of class members sufficient for purposes of the numerosity requirement).

b. Second, the Court also finds the commonality requirement of Rule 1.220(a), which requires that "the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class," is met. Here, the claims of all members of the Settlement Class and the Settlement Subclasses arise out of Defendants' ownership, operation and maintenance of the Tampa Facility and the Eagan Facility. Central questions of fact and law common to all members of the Settlement Class and the Worker and Family Member Subclass include: the scope and nature of any duty owed by Defendants to protect them from exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances at and from the Tampa Facility and the Eagan Facility; whether Defendants knew of the dangers created by those hazardous and/or toxic substances; what actions Defendants took to protect against the dangers created by those hazardous and/or toxic substances; and the potential harm to humans that those hazardous and/or toxic substances can cause, among others. Central questions of fact and law common to members of the Eagan Neighbors Subclass and the Tampa Neighbors Subclass include: the nature and scope of the duty owed by Defendants to those who live, work or attend a school within one (1) mile of the facilities to protect them from lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances from the facilities; whether those toxic substances from the facilities can harm those that live, work or attend a school within one (1) mile of the facilities;

and what actions (if any) Defendants took to prevent the migration of those hazardous and/or toxic substances from the Tampa Facility and/or the Eagan Facility, among others.

c. Third, the Court also finds Rule 1.220(a)'s typicality requirement, which requires that "the claim or defense of the representative party is typical of the claim or defense of each member of the class," is met. The Court finds this requirement has been met here because the claims of the Named Plaintiffs are typical of the claims of the members of the Settlement Class, and their interests are not antagonistic to the Settlement Class. All of their claims are based on the theory that the Defendants owed them a duty to prevent their exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances that the lead-smelting processes produced in the Tampa Facility and the Eagan Facility during the years they worked at the Tampa Facility and/or Eagan Facility, lived with a family member who worked at the Tampa Facility and/or Eagan Facility or lived, worked or attended a school within one (1) mile of Tampa Facility and/or Eagan Facility, that Defendants breached that duty and as a result, they suffered injury. Thus, the Named Plaintiffs' interests are co-extensive with those of the Settlement Class because every Settlement Class Member claims injury resulting from the same alleged uniform misconduct. Therefore, typicality is satisfied for purposes of settlement.

d. Finally, the Court finds that the adequacy requirement of Rule 1.220(a), which requires that the named plaintiffs and their attorneys be able to "fairly and adequately protect and represent the interests of each member of the

class," is met. There is no indication that Named Plaintiffs' interests are antagonistic to those of the Settlement Class or that the claims were not vigorously pursued. Furthermore, Settlement Class Counsel has significant experience in prosecuting class actions and complex cases such as this Litigation.

Based on the foregoing, the Court finds that each Rule 1.220(a) prerequisite has been met here for settlement purposes for the Settlement Class and each Settlement Subclass.

7. The Court also finds that the proposed Settlement Class and Settlement Subclasses meet the requirements of Rule 1.220(b) solely for settlement purposes. The Court finds that (i) inconsistent or varying adjudications would result in incompatible standards of conduct for Defendants and (ii) individual adjudications would be dispositive of the interests of the claims of other individuals not a party to the action as they could substantially impair or impede the ability of those individuals to protect their interests. Indeed, there is a serious risk that Gopher and EFT would face debt default and bankruptcy if the Settlement is not consummated, leaving those individuals whose claims are not adjudicated prior to bankruptcy without recourse. Thus, the Settlement Class and Settlement Subclasses meet the requirements of Rule 1.220(b)(1). Additionally, Defendants acted in a consistent manner toward members of the Settlement Class and Settlement Subclasses so that their actions may be viewed as part of a pattern of activity to all members, the Settlement Class and Settlement Subclasses seek final injunctive or declaratory relief and questions of law and facts common to the class predominate over individual questions and class treatment is superior to other methods for resolving the claims of members of the Settlement Class and Settlement Subclasses, satisfying the requirements of a hybrid class under Rule 1.220(b)(2) and (3).

8. The Court hereby grants final approval of this Settlement as being fair, reasonable and adequate as to the Settlement Class and Settlement Subclasses and consistent and in compliance with all requirements of due process and applicable law as to and in the best interests of all Settling Parties and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions.

9. Under Rule 1.220(e), "[a]fter a claim or defense is determined to be maintainable on behalf of a class under subdivision (d), the claim or defense shall not be voluntarily withdrawn, dismissed, or compromised without approval of the court after notice and hearing." Fla. R. Civ. P. 1.220(e). Final approval of a settlement is within the court's sound discretion to find whether the settlement is "fair, reasonable and adequate," Ramos v. Philip Morris Companies, Inc., 743 So. 2d 24, 31 (Fla. 3d DCA 1999), which should be exercised in light of the strong judicial policy that favors class action settlements. See, e.g., Andrews v. Ocean Reef Club, 1993 WL 563622, at *2-3 (Fla. 16th Cir. Ct. 1993); see also In re United States Oil & Gas Litig., 967 F.2d 489, 493 (11th Cir. 1992) ("Public policy strongly favors the pretrial settlement of class action lawsuits.").

10. The law for evaluating the fairness of a class action settlement is well-established. To determine whether a proposed settlement is fair, reasonable and adequate, courts weigh six (6) factors, outlined in Bennett v. Behring Corp., 737 F.2d 982, 986 (11th Cir. 1984): "(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved."

11. As shown below, the application of these factors supports approval of the Settlement as fair, reasonable and adequate.

a. Likelihood Of Success At Trial. The first factor weighs in favor of settlement because, if the Settlement Agreement had not been reached, the Parties planned to vigorously contest the Litigation and Related Litigation, and Plaintiffs' chances at trial also would have been uncertain. In light of the costs, risks and delay of trial and appeal, this relief is at least adequate for purposes of Rule 1.220(e).

b. The Range Of Possible Recovery And The Point On Or Below The Range Of Possible Recovery At Which A Settlement Is Fair, Reasonable And Adequate. The second and third Bennett factors are "easily combined and normally considered in concert." Cifuentes v. Regions Bank, 2014 WL 1153772, at *5 (S.D. Fla. 2014). Here, the Settlement provides two (2) avenues for Settlement Class Members to recover approved Claims: direct payments and recoveries of insurance proceeds through subsequent litigation. See Settlement Agreement §§ IV, VII. Through these avenues, a Settlement Class Member has the opportunity to recover the majority, if not all, of his, her or their alleged damages, which weighs heavily in favor of approval of the Settlement. See, e.g., Rivera v. Amalgamated Debt Collection Servs., 2007 WL 9701693, at *3 (S.D. Fla. 2007) (that class members had opportunity to recover maximum damages "weigh[ed] heavily in favor of approval of the settlement").

c. The Complexity Expense And Duration Of Litigation. The fourth factor also weighs in favor of settlement. The Settlement Class numbers in the thousands. See Declaration of Michael J. Fuller, Jr. in Support of Joint Motion for Preliminary Approval of Class Action Settlement (Dkt. 708) ("Fuller Preliminary Approval Decl.") ¶ 11. Before any verdict could be reached in any of the

underlying cases, however, the Parties would have to take discovery and litigate each of the individual claims. See, e.g., Ferron v. Kraft Heinz Foods, 2021 WL 2940240, at *12 (S.D. Fla. 2021). The costs that would ensue from this process on both sides would be substantial and would be multiplied by the complexities of the issues in this case that would require significant expert discovery. There is, therefore, little doubt that if the litigation continued, it would be complex, lengthy and costly, which further weighs in favor of approval of the Settlement.

d. The Substance And Amount Of Opposition To The Settlement. The fifth factor weighs in favor of settlement because the reaction to the Settlement has been overwhelmingly positive. Thousands of Settlement Class Members have made claims, no objections have been received, and just six (6) Settlement Class Members opted out of the Settlement Class. See, e.g., Hill v. Art Rice Realty Co., 66 F.R.D. 449, 456 (N.D. Ala. 1974) (receipt of only one objection is compelling evidence that the attitude of the overwhelming percentage of the class affected by the settlement supports the reasonableness and appropriateness of the settlement), aff'd, 511 F.2d 1400 (5th Cir. 1975).

e. The Stage Of The Proceedings At Which Settlement Was Achieved. At the time the Settlement Agreement was reached, there had already been considerable discovery taken, with over 35 depositions having occurred. See Fuller Preliminary Approval Decl. ¶ 5. Over 70,000 pages of documents have been produced to date in the litigation itself, and extensive exchanges of documents and information also occurred during the mediation process. Moreover, through the Parties' August 2023 mediation and the months of negotiations that followed,

Settlement Class Counsel have been fully informed regarding Defendants' affirmative defenses, Defendants' views on the weaknesses of Plaintiffs' claims and Defendants' financial condition. See id. This information is, in turn, more than enough for Settlement Class Counsel to "adequately evaluate the merits of the case and weigh the benefits against further litigation." Francisco v. Numismatic Guar. Corp., 2008 WL 649124, at *11 (S.D. Fla. 2008); see, e.g., Woznicki v. Raydon Corp., 2021 WL 7502541, at *6 (M.D. Fla. 2021), report and recommendation adopted, 2021 WL 7502549 (M.D. Fla. 2021) (that class counsel had received information through mediation weighed in favor of approval). Thus, the sixth Bennett factor -- like all other Bennett factors -- weighs in favor of approval of the Settlement.

Based on the foregoing, the Court finds that the Settlement is fair, reasonable and adequate, and warrants final approval.

12. The Court declares the Settlement Agreement and the Final Order and Judgment to be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release (as set forth in Section I, Paragraph 74 of the Settlement Agreement) maintained by or on behalf of the Named Plaintiffs and all other Settlement Class Members, as well as their respective agents, heirs, executors or administrators, successors and assigns.[1]

[1] As more fully and completely set forth in the Settlement Agreement, the Release relates to "conduct, acts, omission, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date," i.e., July 24, 2024, "arising from or relating to the Tampa Facility, the Eagan Facility or the alleged exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or toxic or hazardous substances." Settlement Agreement (Dkt. 707) § 1, ¶ 75 (defining Released Claims).

13. The Court appoints the Honorable Wayne R. Andersen (ret.) as Special Master.

14. The Court appoints the Honorable Wayne R. Andersen (ret.) as Monitor.

15. The Court appoints Angeion Group as Settlement Administrator.

16. The Court appoints Angeion Group as Settlement Planning Administrator.

17. The Court approves the creation of the Special Needs Trust with Huntington Bank

18. The Court approves of The Huntington Bank to serve as trustee for the Special Needs Trust.

19. The Court approves the creation of the Settlement Preservation Trust with Huntington Bank

20. The Court approves The Huntington Bank to serve as trustee for the Settlement Preservation Trust.

21. The Court appoints ZipLiens Companies, LLC as Lien Resolution Administrator.

22. The Court finds that the Class Notice Program implemented pursuant to the Settlement Agreement and the Order preliminarily approving the Settlement (Dkt. 720): (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek monetary and other relief; (iii) constituted reasonable, due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process and any and all other applicable laws and rules.

23. The Court approves the Claim Form that was distributed to Settlement Class Members, the content of which was without material alteration from Exhibit 1 of the Settlement Agreement.

24. The Court finds that Settlement Class Counsel and the Named Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Agreement.

25. The Court hereby dismisses the Related Litigation and all other lawsuits pending before the Court arising out of or related to the Released Claims, other than this Litigation, without fees or costs and on the merits and with prejudice. Without limiting the foregoing, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by the Agreement and the Release, and all of their respective claims (other than those in this Litigation, which remain pending for purposes of implementation of this Settlement) are hereby dismissed, with prejudice and released, irrespective of whether or not they received actual notice of the Litigation or the Settlement.

26. The Court hereby orders that, within one (1) week after the Effective Date, any other lawsuits (if any) not pending before the Court will be dismissed with prejudice without fees or costs except as provided herein.

27. The Court hereby adjudges that the Named Plaintiffs and the Settlement Class have conclusively compromised, settled, and released any and all Released Claims against Defendants and the Released Persons.

28. The Court approves Incentive Awards of $10,000 to each Named Plaintiff. The Court finds that the requested $10,000 is appropriate given the work performed by the Named Plaintiffs in this matter. Each Named Plaintiff has expended considerable time and effort and incurred risks inherent in litigation, and the amount of the award is consistent with those typically awarded in similar litigation. See Dreidame v. Village Center Community Development Dist., No. 2007-CA-3177, 2008 WL 7079074 (Fla. 5th Jud. Cir. (Lake County) Mar. 29, 2008) ("Courts

routinely approve incentive awards to compensate named plaintiffs for the services they provided during the course of class action litigation."); Cole v. Echevarria, McCalla, Raymer, Barrett & Frappier, No. 98-3763, 2008 WL 6161610, at ¶ 31 (Fla. 2d Jud. Cir. (Leon County) Mar. 26, 2008) ("Courts have approved incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation."); see also, e.g., Lewis v. PGT Industries, Inc., No. WL 10817495 (Fla. 15th Jud. Cir. (Palm Beach County) 2020) (approving incentive awards ranging from $7,500 to $15,000); Florida Education Association v. Department of Education, 447 F. Supp. 3d 1269, 1279 (N.D. Fla. Mar. 21,2020) (awarding incentive awards of $10,000).

29. The Court approves the payment of Attorneys' Fees whereby 8.3 percent of the final aggregate amount of the Cash Fund shall be paid to Settlement Class Counsel. Any counsel (including Settlement Class Counsel) retained by a particular Claimant in connection with his, her or their Claim may take a fee of up to 25 percent of the recoveries of those Claimants who are that counsel's respective clients; and if a particular Claimant does not have counsel retained by those Claimants in connection with their Claims, Settlement Class Counsel may take an additional fee of up to 25 percent of the recoveries of those Claimants. And the Court approves the payment of expenses to Settlement Class Counsel in the amount of $498,409.57.

30. The Court has "broad discretion to determine whether the fees requested . . . are fair and reasonable in order to protect the interests of the class members." Nelson v. Wakulla County, 985 So. 2d 564 (Fla. 5th DCA 2008). The Court considers the request for Attorneys' Fees and Expenses in light of the applicable factors of Rule 4-1.5 of the Rules Regulating the Florida Bar related to requests for fees, namely:

a. the time and labor required, the novelty, complexity, difficulty of the questions involved, and the skill requisite to perform the legal service properly;

b. the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;

c. the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature;

d. the significance of, or amount involved in, the subject matter of the representation, and the responsibility involved in the representation, and the results obtained;

e. the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;

f. the nature and length of the professional relationship with the client;

g. the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and

h. whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.

The Court finds that each of these factors support the award of Attorneys' Fees and Expenses as fair and reasonable in the amounts stated above.

31. The Court finds that the Settlement was not contingent upon the Court's approval of the requested attorneys' fees, expenses or incentive awards, and that the Parties did not come to an agreement on any of these issues as a condition to approving the Settlement. There is no

indication of any collusion regarding the requested attorneys' fees, expenses or incentive awards, and the requested attorneys' fees, expenses and incentive awards are fair, reasonable and consistent with this Circuit's precedent.

32. Without affecting the finality of the Final Order and Judgment for purposes of appeal, the Court reserves jurisdiction over the Settlement Administrator, Defendants, the Named Plaintiffs and the Settlement Class as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes.

33. Upon the Effective Date, the Named Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class, whether or not they return a Claim Form within the time and in the manner provided therefor, shall be barred from asserting any Released Claims against Defendants and/or any Released Persons, and any such Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Persons.

34. The Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Persons or of any concession or admission of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Agreement.

35. The Court bars and permanently enjoins all Settlement Class Members from (i) filing, commencing, prosecuting, intervening in or participating (as class members or

otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims arising on or before the Preliminary Approval Date and (ii) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date, except that Settlement Class Members are not precluded from (1) participating in any investigation or suit initiated by a county, state or federal agency or (2) participating as a witness in any lawsuit brought by a third party who is not a Settlement Class Member to the extent ordered by a court or compelled by a subpoena.

36. The Court hereby approves the Opt-Out List (Ex. G to Dkt. 738) and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for Opt-Outs who subsequently submit Claim Forms during the Claim Period or later indicate their desire to withdraw their Request for Exclusion.

37. The Court authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members.

38. The Court finds that judgment should be entered and further finds that there is no just reason for delay in the entry of final judgment as to the parties to the Settlement Agreement. Accordingly, the Clerk is hereby directed to enter this Final Judgment forthwith.

IT IS SO ORDERED.

Electronically Conformed 3/24/2025
Christopher Nash

Dated: _____ /s/_____
Christopher C. Nash
Florida Circuit Court Judge