

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

JOSEPH BASEY and LISA BASEY,
as parents and natural guardians of
Samantha Basey, a minor, individually, and
on behalf of all those similarly situated,
MAGDALENA RODRIGUEZ, a single
woman, as parent and natural guardian of
Noemi Rodriguez, a minor, individually and
on behalf of all those similarly situated, and
the **STATE OF FLORIDA** on the relation of
all such persons,

Plaintiffs,

vs.

**FLORIDA BIRTH-RELATED
NEUROLOGICAL INJURY
COMPENSATION ASSOCIATION,**

Defendant.

CLASS REPRESENTATION

Case No. 06-CA-004603

Division A

JOINT MOTION FOR ENTRY OF FINAL JUDGMENT

Pursuant to Florida Rule of Civil Procedure 1.220, the Plaintiffs, Joseph Basey and Lisa Basey, as parents and natural guardians of Samantha Basey, a minor, individually, and on behalf of all those similarly situated, Magdalena Rodriguez, a single woman, as parent and natural guardian of Noemi Rodriguez, a minor, individually and on behalf of all those similarly situated, and the State of Florida on the relation of all such persons, and the Defendant, Florida Birth-Related Neurological Injury Compensation Association, jointly move on the following grounds for entry of a final judgment in this matter:

1. The Plaintiffs and the Defendant have entered into a proposed "Class Action Settlement Agreement and Release" (the "**Agreement**").
2. On September 18, 2012, the Court issued an Order Granting Preliminary Approval of Class Action Settlement Agreement (the "**Preliminary Approval Order**").

3. The Preliminary Approval Order found the Agreement to be fair, adequate, and reasonable, and the Parties and their respective counsel continue to agree that the Agreement is fair, adequate, and reasonable. Accordingly, the Parties jointly move this Court for entry of a final judgment, substantially in the form attached hereto as Exhibit 1.

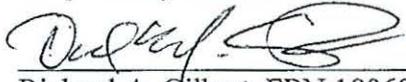
4. Florida Rule of Civil Procedure 1.220(e) provides that class actions "shall not be voluntarily withdrawn, dismissed, or compromised without approval of the court after notice and hearing."

5. The trial court has the authority to conduct an appropriate inquiry regarding the fairness of a proposed class action settlement. *Hameroff v. Public Medical Assistance Trust Fund*, 911 So.2d 827 (Fla. 1st DCA 2005). The final fairness hearing in this matter is scheduled for November 26, 2012. After conducting that hearing, the trial court must accept or reject the settlement in its entirety, and cannot unilaterally modify the settlement by rewriting terms of the proposed settlement. *Fung v. Fla. Joint Underwriters Ass'n*, 840 So.2d 1101 (Fla. 3d DCA 2003); *Levenson v. Am. Laser Corp.*, 438 So.2d 179 (Fla. 2d DCA 1983).

6. The Court should enter a final judgment in this case approving of the Agreement because the Agreement is derived from extensive, arms-length negotiations between attorneys experienced in handling and settling class actions, and because the Agreement required appropriate notice to the Class, which has been provided, a reasonable opportunity to opt-out of the class or object to the proposed settlement, which has been provided, and establishes a reasonable claims administration process for Class Members to seek monetary payment for up to 20 hours per day for certain past and future medically necessary and reasonable residential and custodial care provided to their injured children.

WHEREFORE, the Parties respectfully request this Honorable Court enter a Final Judgment, substantially in the form attached hereto as Exhibit 1.

Respectfully submitted,



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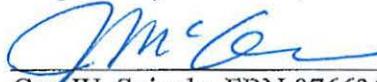
and

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COUNSEL FOR PLAINTIFFS

Date: November 2, 2012

Respectfully submitted,



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COUNSEL FOR DEFENDANT

Date: NOV. 2, 2012

**IN THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

JOSEPH BASEY and LISA BASEY, as parents and natural guardians of Samantha Basey, a minor, individually, and on behalf of all those similarly situated; **MAGDALENA RODRIGUEZ**, a single woman, as parent and natural guardian of Noemi Rodriguez, a minor, individually, and on behalf of all those similarly situated; and the **STATE OF FLORIDA** on the relation of all such persons,

Plaintiffs,

CLASS REPRESENTATION

vs.

Case No.: 06-CA-004603

**FLORIDA BIRTH-RELATED
NEUROLOGICAL INJURY
COMPENSATION ASSOCIATION,**

Defendant.

_____ /

**FINAL JUDGMENT AND ORDER APPROVING
CLASS ACTION SETTLEMENT AGREEMENT**

THIS CAUSE came before the Court on _____, 2012, on the parties' "Joint Motion for Final Approval of Class Action Settlement Agreement." The Court, having considered the motion, the record, and the arguments presented, and being otherwise advised in the premises, makes the following findings of fact and conclusions of law:

WHEREAS, on or about _____, 2012, the parties have entered into that certain "Class Action Settlement Agreement and Release" together with related exhibits (collectively, the "Settlement Agreement") to settle this action, a copy of which is attached hereto as "Attachment 1;" and

WHEREAS, on _____, 2012, the Court entered its "Order Granting Preliminary Approval of Class Action Settlement Agreement" (the "Preliminary Approval Order"),

preliminarily approving the Settlement Agreement, ordering that notice of the proposed settlement be served on Class Members, providing those persons with an opportunity either to exclude themselves from the Class or to object to the proposed Settlement Agreement, and scheduling a Fairness Hearing;

WHEREAS, the Court has conducted a Fairness Hearing to determine whether to finally approve the proposed Settlement Agreement; and

WHEREAS, the parties have complied with the Preliminary Approval Order and the Court finds that the proposed Settlement Agreement is fair, adequate, and reasonable, and that it should be finally approved;

NOW THEREFORE, based on the submissions of the parties and Class Members, any objections, the evidence adduced at the Fairness Hearing, the record, and the argument of counsel, the Court hereby finds, and it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

1. **Incorporation of Defined Terms.** Except where otherwise noted, all capitalized terms used in this Order shall have the meanings set forth in the Settlement Agreement.

2. **Jurisdiction.** The Court has personal jurisdiction over all Class Members and has subject matter jurisdiction over this action, including, without limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Class, and to settle and release all claims arising out of the transactions alleged in the action or the Released Claims.

3. **Class Certification.** Pursuant to the "Order on Plaintiffs' Amended Motion for Class Certification Seeking Certification of Fla.R.Civ.P. 1.220(b)(2) Class" (the "**Class Certification Order**") dated August 28, 2008, this Court previously certified the following class:

All parents or guardians of a child born with a "birth-related neurological injury" in the State of Florida during the time period of January 1, 1989 through June 6, 2002, who obtained a final order which imposed upon NICA the "continuing obligation under the provisions of Section 766.31, Florida Statutes, to pay future expenses as incurred," or other substantially similar words to that effect, and after issuance of the final order, provided any "residential and custodial care and services" to that child without receiving full payment from NICA for such care and services, and/or who intend to provide such care and services to that child in the future.

In that class certification order, this Court concluded that the requirements of Rule 1.220(a) and (b)(2) were satisfied. The Florida Second District Court of Appeal affirmed that class certification order by decision issued on July 8, 2009 and mandate issued on October 12, 2009. The Class that this Court previously certified is hereby finally certified for settlement purposes under Rule 1.220(b)(2), for the reasons set forth in the Class Certification Order and the Preliminary Approval Order, as well as the additional reasons set forth in this final order.

4. **Opt-Outs.** A list of those persons who have timely and properly excluded themselves from the Class (opt-outs), and who, therefore, are not bound by this Final Judgment and Order, is attached hereto as "**Attachment 2.**"

5. **Class Members.** A list of all remaining Class Members who did not opt-out is attached hereto as "**Attachment 3.**"

6. **Adequacy of Representation.** The Court finds that Class Counsel and the Plaintiffs have fully and adequately represented the Class for purposes of entering into and implementing the settlement and have satisfied the requirements of Florida Rule of Civil Procedure 1.220.

7. **Class Notice.** The Court finds that the distribution of the Class Notice, in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, and as explained in the declarations filed at or before the Fairness Hearing:

(a) constituted the best practicable notice to Class Members under the circumstances of this action;

(b) was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of this class action, (ii) their right to exclude themselves from the Class and the proposed Settlement Agreement, (iii) their right to object to any and all aspects of the proposed Settlement Agreement, including without limitation final certification of the Class, the fairness, reasonableness or adequacy of the proposed Settlement Agreement, the adequacy of the Class's representation by the Plaintiffs or Class Counsel, the award of attorneys' fees and costs to Class Counsel and/or the individual award to the named Plaintiffs, (iv) their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) if they did not exclude themselves from the Class, (v) the relief being provided to the Class pursuant to the Settlement Agreement, and (vi) the binding effect of the orders in this action, whether favorable or unfavorable, on all persons or entities who do not request exclusion from the Class;

(c) was reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to be provided with notice, and

(d) fully satisfied the requirements of the United States Constitution, the Florida Constitution, the Florida Rules of Civil Procedure, the Rules of this Court, and any other applicable rules or law.

8. **Claim Form.** The "Claim for Custodial Care Benefits Form" (as defined in and attached to the Settlement Agreement) and associated claims process is approved as fair, reasonable, and adequate. The Court further finds that Class Members are being provided a

reasonable amount of time in which to complete and submit claim forms, and that Class Members will be provided fair and adequate due process of law in the event that any claim results in a dispute between NICA and any Class Member.

9. **Fairness of Settlement Agreement.** The Court finds that the terms and provisions of the Settlement Agreement, including all exhibits, are fair, reasonable, and adequate, and are in full compliance with all applicable requirements of the Florida Rules of Civil Procedure and any other applicable rules or law. The Settlement Agreement is the result of lengthy, adversarial, arms-length negotiations and is not the product of collusion between parties. It has been entered into in good faith and is in the best interests of Plaintiff and the Class Members. [As further evidence of the fairness of the Settlement Agreement, out of the _____ Class Members identified, only ___ Class Members chose to opt out of the Settlement Agreement, and there were no objections filed.] The judgment of experienced counsel for both parties also is that the settlement is fair, reasonable, and adequate and should be approved. Moreover, the litigation in this matter is complex and hard-fought. The case has been hotly litigated between the parties over the span of six years, including discovery exchanged, numerous hearings, and multiple interlocutory appeals. While there would be substantial risks, expense, and uncertainties for all parties if the case were to go to trial, under the Settlement Agreement, the Class Members will have the opportunity to receive meaningful monetary awards. For all parties concerned, settlement is a desirable alternative.

10. **Settlement Agreement Approved.** Accordingly, the Settlement Agreement is hereby fully and finally approved, and the parties and Class Members are hereby directed to implement and comply with the Settlement Agreement according to its terms and provisions.

11. **Objections.** [No objections were filed. – or -- All objections to the Settlement Agreement have been considered by the Court and are hereby overruled.]

12. **Binding Effect.** The terms of the Settlement Agreement and of this final order shall be forever binding on Plaintiff and all other Class Members, as well as their heirs, representatives, executors and administrators, successors and assigns, and those terms shall have res judicata and full preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits or other proceedings involve matters that were or could have been raised in this action or are otherwise encompassed by the Release described herein.

13. **Claims process.** In accordance with Sections 7 and 8 of the Settlement Agreement, the Court hereby approves the following claims process:

(a) Any and all Class Members who seek Monetary Payment from NICA for providing medically necessary and reasonable residential and custodial care and services to a NICA Child in the past or in the future must fill out and submit a "Claim for Custodial Care Benefits Form" to NICA.

(b) Within 10 business days after issuance of this final order, NICA shall: (1) serve conformed copies of this final order by U.S. Mail, return receipt requested, to all Class Members identified in Attachment 3, along with instructions which clearly explain the procedures and deadlines for submitting a Claim for Custodial Care Benefits Form under Sections 8 and 9 of the Settlement Agreement; and (2) post a conformed copy of this final order, the instructions, and the Claim For Custodial Care Benefits Form on its website at www.nica.com.

(c) Class Members seeking reimbursement for medically necessary and reasonable residential and custodial care and services provided in the past, or both in the past and the future, must submit their claim forms no later than 120 days after the date of this final order and all deadlines to seek available appellate remedies have expired. NICA shall post the actual deadline for submitting a claim form on its website within 3 business days after the deadline to appeal the final judgment has expired, and NICA's instructions referenced in paragraph 13(b) shall inform Class Members of this.

(d) In addition to the claim form, Class Members seeking reimbursement for medically necessary and reasonable residential and custodial care and services provided by the class member before May 25, 2005, also must submit to NICA Written Evidence of Request pursuant to Section 8(a)(2) of the Settlement Agreement. The Court concludes that it is the intent of the parties, that a document does not constitute Written Evidence of Request unless it meets the definition of Written Evidence of Request in the Settlement Agreement and:

(i) the document was created and in existence on or before May 25, 2005, and requested that NICA pay the Class Member for providing residential and custodial care and services, or requested information concerning the availability of payment for residential and custodial care and services provided by the Class Member; or

(ii) the document was created by or on behalf of NICA and demonstrates that the Class Member (or his or her agent), before May 25, 2005, requested information from NICA concerning the availability of payment for

residential and custodial care and services provided by the Class Member (irrespective of NICA's response to such request); or

(iii) the document demonstrates that NICA actually paid the Class Member for residential and custodial care and services provided by the Class Member before May 25, 2005 based upon a request from the Class Member (or his or her agent) made to NICA before May 25, 2005; or

(iv) the document is a time sheet or other standardized form created by NICA that describes or identifies residential and custodial care services provided by the Class Member to his or her NICA Child before May 25, 2005, and was submitted to NICA before May 25, 2005.

(e) Alternatively, Class Members seeking to be paid only for medically necessary and reasonable residential and custodial care and services to be provided in the future must submit their claim forms to NICA no later than 30 days after the date on which they begin providing the medically necessary and reasonable residential and custodial care and services for which they expect to receive monetary benefits from NICA going forward.

(f) Failure to timely submit a signed and properly completed claim form will result in the Class Member's monetary payment claim being denied.

(g) After NICA receives a Class Member's completed claim form and Written Evidence of Request (if any), NICA will have 45 days to make a written determination either to (1) pay the requested amount; (2) pay less than all of the requested amount; or (3) refuse payment. Within that 45-day period, NICA shall provide written notice of that determination, and the reasons for such determination, to the Class Member.

(h) If the Class Member disagrees with NICA's determination, the Class Member may file a claim with the Division of Administrative Hearings ("DOAH") within the Class Member's pre-existing DOAH case against NICA, using a petition to determine benefits form which will be posted on NICA's website at www.nica.com. The petition must be filed with (received by) DOAH within 45 days of the date on which the Class Member receives NICA's written notification of its decision. The petition will be resolved by an Administrative Law Judge ("ALJ") in an administrative proceeding pursuant to Chapter 120, Florida Statutes, and the provisions of §766.301, et. seq. (Supp. 1988-2001), Florida Statutes, consistent with the terms of the Settlement Agreement. Any final order issued by the DOAH ALJ will be subject to appeal in accordance with Section 120.68, Florida Statutes. In the DOAH proceedings, in no event shall the Class Member be entitled to payment for medically necessary and reasonable residential and custodial care and services that is above or beyond the limits of the disputed amount, or inconsistent with any of the terms set forth in the Settlement Agreement. Pending the outcome of the DOAH proceedings, NICA must pay that portion, if any, of the Class Member's claim which is not in dispute.

(i) With respect to the administrative proceedings described above, any and all such disputed claims for medically necessary and reasonable residential and custodial care and services are hereby referred and/or remanded to the DOAH for determination, pursuant to Section 120.69(4)(a) and/or 766.312, Florida Statutes, and/or pursuant to this Court's inherent authority.

14. **Modification of NICA's written materials.** Within 90 days after the date of this final order and all deadlines to seek available appellate remedies have expired, NICA shall

modify and revise its forms, handbooks, materials, and internet site to reflect the rights of Class Members as established by the Settlement Agreement. NICA shall also provide training to its employees to explain the rights established by the Settlement Agreement.

15. **Status Reports.** As contemplated by Section 16 of the Settlement Agreement, NICA shall file and serve status reports, as follows:

(a) Within 150 days of the date of this Final Judgment and all deadlines to seek available appellate remedies have expired, NICA's status report shall identify all Class Members who have submitted Claim for Custodial Care Benefits Forms pursuant to Sections 7, 8, or 9 of this Agreement.

(b) Within 45 days thereafter, for each timely Claim for Custodial Care Benefits Form received by NICA, the status report shall indicate whether NICA: (1) agreed to pay the requested amount; (2) agreed to pay less than the requested amount; or (3) refused payment; (4) has not yet made a determination as to whether to pay the requested amount; and (5) whether NICA provided timely written notice of its determination to the Class Member.

(c) Within 45 days thereafter, the status report shall also identify all Class Members who have filed a petition to determine benefits pursuant to Sections 7, 8, or 9 of this Agreement.

(d) Every 6 months thereafter, the status report shall also identify the final disposition of such petitions to determine benefits.

(e) NICA's duty to file and serve such status reports shall continue until any and all petitions to determine benefits timely filed by Class Members have reached final disposition and all appellate remedies are exhausted or expired. However, after two

status reports have been filed and served under subsection (d) above, NICA or Class Counsel may file a motion, upon good cause, requesting the Court to modify or terminate NICA's obligation to continue providing status reports.

16. Plaintiffs' Individual Claims. In accordance with Section 19 of the Settlement Agreement, the settlement of Plaintiffs' individual claims are hereby approved and such claims are resolved as follows:

(a) Within 15 days after the date of this Final Judgment and all opportunities to seek appellate relief have expired, NICA shall pay the Plaintiffs, Joseph Basey and Lisa Basey, as parents and natural guardians of Samantha Basey, a minor, (the "Baseys") the total amount of \$484,354.70, in full and complete settlement of their individual claim for past medically necessary and reasonable residential custodial care and services through the date of the Settlement Agreement, exclusive of attorneys' fees and costs. Moreover, NICA shall continue paying the Baseys for medically necessary and reasonable residential custodial care and services provided to Samantha Basey after the date of the Settlement Agreement, in accordance with the terms of the Stipulation filed on August 7, 2009 in DOAH Case No. 98-005009N. The Parties also understand and agree that each Class Member's claim for benefits is separate and distinct, that the amount Baseys claim shall not be deemed as an admission against NICA concerning the amount, if any, that should be awarded to any other Class Member, and that the amount paid by NICA to Baseys or any other Class Member shall be deemed inadmissible in any proceeding involving a Claim For Custodial Care Benefits.

(b) Within 15 days after the date of this Final Judgment and all opportunities to seek appellate relief have expired, NICA shall pay the Plaintiff, Magdalena Rodriguez,

as parent and natural guardian of Noemi Rodriguez, a minor, ("Rodriguez") the total amount of \$126,242.33 (through August 31, 2012), in full and complete settlement of her individual claim for past medically necessary and reasonable residential custodial care and services through the date of this Agreement, exclusive of attorneys' fees and costs. Moreover, within that same 15-day time period, NICA and Rodriguez shall file a joint motion seeking a modification of the Stipulation filed on May 4, 2009 in DOAH Case No. 93-005556N, to provide that as of the date of August 31, 2012, Rodriguez shall be eligible to receive payment from NICA for medically necessary and reasonable residential and custodial care and services provided to Noemi Rodriguez in the future, at the rate of \$15.00 per hour, up to 18 hours per day, instead of 10 hours per day. In all other respects, the Stipulation filed on May 4, 2009 in DOAH Case No. 93-005556N shall remain in full force and effect. The Parties also understand and agree that each Class Member's claim for benefits is separate and distinct, that the amount Rodriguez's claim shall not be deemed as an admission against NICA concerning the amount, if any, that should be awarded to any other Class Member, and that the amount paid by NICA to Rodriguez or any other Class Member shall be deemed inadmissible in any proceeding involving a Claim For Custodial Care Benefits.

17. **Release.** In accordance with Section 20 of the Settlement Agreement, the Plaintiffs and the Class Members, on behalf of themselves and their respective successors, assigns, agents, representatives, and attorneys, and all persons or entities claiming through them, are hereby deemed to have forever released and discharged the Defendant, Florida Birth-Related Neurological Injury Compensation Association ("NICA"), and each of its affiliates, predecessors, successors, agents, representatives, officers, directors, employees, heirs, assigns,

attorneys, and all persons or entities claiming by, through, under or in concert with them or any of them of and from any and all claims, counterclaims, cross-claims, demands, actions, suits, causes of action, damages, liabilities, losses, payments, obligations, debts, liens, contracts, agreements, promises, judgments, costs and expenses of any kind (past, present or future, fixed or contingent, direct or indirect, in law or in equity, several or other, and known or unknown) which the Class Members now have against NICA relating to or arising from the above-styled case. However, this release does not apply to the obligations and representations of the parties set forth in the Settlement Agreement, or any claims for attorneys' fees and costs, which are hereby expressly reserved.

18. **Attorneys' Fees and Costs.** NICA shall pay reasonable attorneys' fees and costs to Class Counsel in the total amount of \$800,000.00, which shall be paid immediately after all opportunities to appeal this final order have expired. NICA's check shall be made payable to de la Parte & Gilbert, P.A., which shall be responsible for allocating and disbursing NICA's payment to all other Class Counsel.

19. **Dismissal of Claims.** Except for the claims process described in Paragraph 13 herein, the individual claims described in Paragraph 16, the reservation of non-released claims described Paragraph 17, and this Court's continuing jurisdiction described in Paragraph 22, the Court hereby dismisses with prejudice any and all other claims asserted in this action.

20. **No Admissions.** Neither this Final Judgment, nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to negotiate, effectuate and implement the Settlement Agreement) is, may be construed as, or may be used as, an admission or concession by or against NICA as to the validity of any claim or any actual or potential fault or liability. Additionally, neither the Settlement Agreement nor any negotiations, actions, or

proceedings related to it, shall be offered or received in evidence in any action or proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except to enforce the provisions of this Final Judgment and the Settlement Agreement; provided, however, that this Final Judgment and the Settlement Agreement may be filed and used in any action or other proceeding against or by any party to support a defense of res judicata, collateral estoppel, release, waiver, accord and satisfaction, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

21. **No Representations Regarding Taxes.** Neither this Court, nor the parties, nor their counsel have expressed or shall express any opinions, representations, warranties or other assurances concerning the tax consequences of the Settlement Agreement to Class Members. No opinions, representations, warranties, or other assurances shall be deemed to have been made by the parties or their counsel with respect to any such tax consequences by virtue of the Settlement Agreement or by effectuating the settlement, and the parties and their counsel shall not be responsible or liable for any such tax consequences that may occur.

22. **Continuing Jurisdiction.** Without affecting the finality hereof, the Court retains and reserves continuing jurisdiction over all matters relating to the administration, interpretation, implementation, and enforcement of the Settlement Agreement and of this final order; and of the conduct or the policies and procedures described therein, with respect to all parties thereto and all beneficiaries thereof, including all Class Members. Notwithstanding the foregoing, any dispute by a Class Member concerning the applicability or meaning of any term or provision of the NICA Statute (i.e., Section 766.301 – 766.316, Florida Statutes, as in effect prior to the 2002 Amendments), including a petition to determine benefits as provided in Paragraph 13 herein,

shall be resolved by the filing of a petition or claim within that Class Member's pre-existing DOAH case with NICA, and jurisdiction to adjudicate any such dispute shall reside exclusively with DOAH. Any dispute concerning the terms exclusively set forth in the Settlement Agreement shall be resolved exclusively by filing a motion in the above-styled case, or alternatively, by filing a complaint in state court in Leon County, Florida. The parties waive their rights, if any, to a jury trial in any such proceeding. The Settlement Agreement, and any construction thereof, shall be governed by Florida law.

DONE AND ORDERED in Chambers, in Tampa, Hillsborough County, Florida this _____ day of _____, 2012.

HONORABLE SAM PENDINO
Circuit Court Judge

Conformed copies furnished to:

Class Counsel: Richard A. Gilbert, Esquire and David M. Caldevilla, Esquire, de la Parte & Gilbert, P.A., 101 E. Kennedy Blvd., Suite 2000, Tampa, FL 33602; and J. Daniel Clark, Esquire, Clark & Martino, P.A., 3407 W. Kennedy Blvd., Tampa, FL 33609

NICA's Counsel: Guy W. Spicola, Esquire, Law Offices of Guy W. Spicola, 3030 North Rocky Point West, Suite 150, Tampa, FL 33607; Stephen A. Ecenia, Esquire, Rutledge, Ecenia & Purnell, P.A., 119 South Monroe Street, Suite 202, Tallahassee, FL 32302; and Gregg D. Thomas, Esquire and James J. McGuire, Esquire, Thomas & Locicero PL, Ashley Drive, Suite 1100, Tampa, FL 33602