

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

ERIC L. FRANK, on behalf of
himself and all others
similarly situated,
Plaintiff,

CLASS REPRESENTATION

vs.

Case No. 2015 CA 001298

CITY OF PENSACOLA, a Florida
Municipal Corporation,
Defendant.

_____/

FINAL JUDGEMENT

This matter having come before the Court during a Case Management Conference on July 15, 2025, for consideration of formal approval of settlement and the terms of a settlement agreement between the parties. The parties previously advised the Court of having reached a proposed conceptual settlement and furnished the Court with a “*Settlement Framework*” setting forth the pertinent conceptual details of the settlement. On May 1, 2025, the Court entered its *Order of Preliminary Approval of Proposed Class Settlement* in which the Court (i) provided its preliminary approval of the proposed settlement based upon the Settlement Framework, and (ii) directed that within two business days after the settlement has been memorialized in a formal, written settlement agreement executed by the parties, a *Notice of Proposed Settlement* (in the form attached as Exhibit “A” to the Order) shall be prominently posted and displayed on Defendant’s website and remain so prominently posted and displayed for 17 days.

The parties have advised that (i) the settlement agreement, a copy of which is attached hereto as Exhibit “A” (the “Settlement Agreement”) has been approved and executed by the parties, and (ii) the *Notice of Proposed Settlement* has been prominently posted and displayed on Defendant’s website and remained so prominently posted and displayed for at least 17 days prior

to the hearing. The Settlement Agreement references and incorporates therein a separate “Administration Agreement” among the parties and Kroll Settlement Administration, LLC, establishing certain terms and conditions for the administration of the class settlement contemplated in the Settlement Agreement.

Rule 1.220(e), Florida Rules of Civil Procedure, provides that no settlement of a class action lawsuit shall be effective until notice of the proposed settlement has been provided to the class and the Court has approved a formal settlement agreement between the parties setting forth all terms and conditions of the settlement. Moreover, Section 8(a) of the Settlement Agreement conditions the effectiveness of that agreement and the settlement contemplated therein upon the Court’s approval of the Settlement Agreement and the terms of the release contemplated therein.

This Court, having considered the terms and conditions of the proposed settlement as contemplated in the Settlement Agreement, including the terms and conditions of the Administration Agreement, and being otherwise advised in the premises, ORDERS AND ADJUDGES as follows:

1. The Court has personal jurisdiction over all Class¹ members. The Court has subject matter jurisdiction over all matters and claims asserted in this cause. Venue for this cause is proper.
2. The form and means of disseminating *Notice of Proposed Settlement* complies with all laws, including, but not limited to, the Florida Constitution.

¹ “Class” shall mean the certified class as provided in the *Order Granting Plaintiff’s Motion for Class Certification* entered in the cause on June 7, 2019, as all natural gas customers of the Defendant located within the Pensacola city limits upon which Defendant had imposed, and from whom Defendant collected, Franchise Fees from August 6, 2011.

3. A *Notice of Settlement* (in the form which is attached hereto as Exhibit “A”) shall be and remain posted and displayed on the Defendant’s website until expiration of the Claims Period (as that term is defined in the Administration Agreement). The *Notice of Settlement* shall be prominently posted and displayed on the Defendant’s website in the same manner in which the *Notice of Proposed Settlement* is currently posted and displayed.

4. The *Notice of Proposed Settlement* that is currently posted on the City’s website per this Court’s *Order of Preliminary Approval of Proposed Class Settlement* dated May 1, 2025, may be removed and no longer needs to be displayed or posted.

5. The Settlement Agreement, and the settlement contemplated therein, (i) is fair, reasonable, and adequate, and (ii) is hereby formally approved.

6. The Administration Agreement, and the process for administration of Class claims contemplated therein, (i) is fair, reasonable, and adequate, and (ii) is hereby formally approved.

7. The Plaintiff, Defendant, and Administrator are authorized and are hereby instructed to implement the terms of the Settlement Agreement and the Administration Agreement. The Administrator shall periodically file with the Court reports of the status and progress of implementation of the settlement and fulfillment of the terms of the Administration Agreement.

8. As provided in this Court’s *Partial Summary Judgment*,² the Defendant is enjoined from charging and collecting Franchise Fees³ from members of the Class.

²Dated July 18, 2024 (Clerk’s Docket No. 150).

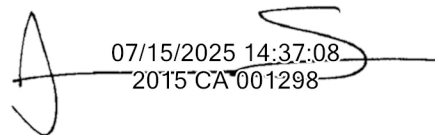
³ The term “Franchise Fees” means the itemized charges of the same name reflected on Customers’ natural gas utility bills from the Defendant from Aug. 6, 2011, to the present, as well as any future such charges imposed upon the Customers. (See, Footnote 1 of the *Partial Summary Judgment*.)

9. The releases set forth in the Settlement Agreement shall be deemed effective as of the date hereof. Plaintiff and all Class members shall be deemed to have forever released, relinquished, and discharged the Released Persons (as that term is defined in the Settlement Agreement) from any and all Released Claims (as that term is defined in the Settlement Agreement), including all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Lawsuit;

10. Plaintiff and all Class members who have not opted out of the settlement, shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims.

11. The administration and consummation of the settlement, the Settlement Agreement, and the Administration Agreement shall be under the authority of the Court. The Court hereby retains jurisdiction to (i) protect, preserve, and implement the Settlement Agreement and the Administration Agreement, and (ii) enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the settlement, the Settlement Agreement, and the Administration Agreement.

DONE and ORDERED in Chambers in Pensacola, Escambia County, Florida.

 07/15/2025 14:37:08
2015 CA 001298

signed by CIRCUIT COURT JUDGE JAN SHACKELFORD 07/15/2025 02:37:08 34ufJQrX

Copies furnished to all counsel of record.

EXHIBIT “A”

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

ERIC L. FRANK, on behalf of
himself and all others
similarly situated,
Plaintiff,

CLASS REPRESENTATION

vs.

Case No. 2015 CA 001298
Division: E

CITY OF PENSACOLA, a Florida
Municipal Corporation,
Defendant.

_____/

NOTICE OF SETTLEMENT

In accordance with the Final Judgment entered in this cause by the Honorable Jan Shackelford, presiding Circuit Court Judge, dated July ____ 2025, this Notice of Settlement (the “Notice”) advises members of the Certified Class⁴ as follows:

1. The parties have agreed to settle this matter in accordance with the terms and conditions of that certain *Settlement Agreement* by and between the parties dated as of the 22nd day of May, 2025. The Settlement Agreement has been approved by the Court. A copy of the Settlement Agreement is available at <https://cityofpensacola.com/DocumentCenter/View/27675/Notice-of-Settlement>.

2. A Settlement Website has been created to provide, among other things, information about the settlement, a method for the electronic submission of Claim Forms, and a method for requesting the Claim Forms. The Settlement Website also contains a "frequently asked questions" section addressing, among other things, procedures for completing and submitting a Claim Form online or by mail, and deadlines relevant to doing so. The website allows Class members to contact the Administrator with any questions or changes of address.

3. The Settlement Website can be accessed by the following link: [Frank v. City of Pensacola \(Natural Gas Rebate Litigation\)](https://pensacolanaturalgasclassactionsettlement.com) (<https://pensacolanaturalgasclassactionsettlement.com>).

⁴ As provided in the *Order Granting Plaintiff's Motion for Class Certification* entered on June 7, 2019, the Court entered an order certifying the class (the “Certified Class” or “Class”) as “All natural gas customers of the Defendant, City of Pensacola, located within the Pensacola city limits upon which Defendant has imposed, and from whom Defendant collected, franchise fees within the applicable statute of limitations period and in the future continue to impose and collect franchise fees.”