IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
Case No. 502020CA011664XXXXMB

NATIONAL LEGAL STAFFING SUPPORT, LLC, & RESOLVLY, LLC,

Plaintiffs,
v.

MACY D. HANSON, & THE LAW OFFICE OF MACY D. HANSON, PLLC,

Defendants.
_____/

ORDER GRANTING PLAINTIFFS' MOTION FOR SUMMARY FINAL JUDGMENT

This matter came before the Court on October 25, 2022 by Zoom upon the Plaintiffs' September 2, 2022 Motion for Summary Final Judgment. The Court has reviewed the Plaintiffs' Motion, the Defendants' October 4, 2022 Response and the Plaintiffs' October 17, 2022 Reply. The Court reviewed the Parties' respective evidentiary filings. This action has had extensive motion practice and the Court is exceptionally familiar with the legal dispute and the facts. The Court grants the motion and enters final judgment for the Plaintiffs as follows:

Relevant Procedural History

On October 26, 2020, Plaintiffs National Legal Staffing Support, LLC ("NLSS") and Resolvly, LLC ("Resolvly") sued for breach of the confidentiality and non-disparagement provisions of two separate settlement agreements against Defendants Macy Hanson and his law firm, the Law Office of Macy D. Hanson, PLLC (together, "Hanson"). (Three other counts were dismissed without prejudice and former Plaintiff GM Law Firm, LLC dismissed all counts filed on its behalf). The two settlements contained non-disclosure and/or non-disparagement clauses that the Plaintiffs allege bound Hanson. The Plaintiffs allege that Hanson breached his obligations under these settlements by disclosing the existence of one settlement alongside disparaging remarks against the Plaintiffs and by disseminating a certain affidavit in subsequent litigation.

A jury trial was scheduled to occur on May 23, 2022. On the day of the trial before a jury was empaneled, however, it became apparent that there were no facts in dispute. The Parties disagreed about the interpretation of the two contracts and legal conclusions that were to be

drawn from the facts, but the underlying facts were not subject to a genuine dispute. The Parties jointly requested that the Court entertain cross-motions for summary judgment, to which the Court agreed and the jury trial was cancelled. The transcript of the May 23, 2022 hearing, which lasted nearly five hours, is on file.

Shortly after the May 23, 2022 hearing, the Defendants requested leave to amend their answer with respect to several affirmative defenses. The Court granted the motion for leave to amend, over Plaintiffs' objection, and reopened discovery limited to the newly pled affirmative defenses.

After discovery closed a second time, the Plaintiffs moved for summary final judgment regarding the Plaintiffs' two breach of contract claims and the Defendants' affirmative defenses. The Defendants opposed the Plaintiffs' motion but did not file their own cross-motion for summary judgment.

Background & Undisputed Facts

Macy Hanson and his law firm was counsel for the four plaintiffs in *Matthew Ali, et. al. v. Kevin Mason, P.A., et. al.,* Case No. 2:18-cv-01110-CBM-FFM in the United States District Court for the Central District of C*ali*fornia. Macy Hanson and his law firm was counsel for the defendant, Je'Henna Williamson, in *National Legal Staffing Support, LLC v. Je'Henna Williamson*, Palm Beach Circuit Court Case No. 18-010100. Both cases ended with a written confidential settlement agreement, but Macy Hanson did not sign either contract.

Hanson was attorney of record in the *Ali* litigation. In the *Williamson* litigation, Hanson (who is barred only in Mississippi) represented Williamson without filing a notice of appearance. Undisputed record evidence demonstrates that Hanson ghostwrote pleadings for Williamson and negotiated the settlement with NLSS on her behalf. Williamson referred to Hanson as her attorney in contemporaneous emails. Paragraph 2 of the settlement agreement expressly identifies Hanson as Williamson's attorney. Hanson's co-counsel in both the *Ali* and *Williamson* lawsuits, non-party Dan Gamez who is also not barred in Florida, testified that he and Hanson represented Williamson in the Palm Beach lawsuit. Hanson equivocates on whether he was Williamson's attorney for purposes of the *Williamson* litigation and the related settlement, but the record evidence is clear that he ghostwrote pleadings, reviewed the settlement agreement and Ms. Williamson was under the impression that Mr. Hanson was her attorney in the

Palm Beach Circuit case.

Under the terms of the *Ali* settlement, Hanson was bound as counsel to the *Ali* plaintiffs to maintain confidentiality regarding the settlement's existence and terms. Hanson was also bound as counsel to the settlement's non-disparagement provision. The settlement contained a liquidated damages provision that required the *Ali* plaintiffs and their counsel to forfeit the portion of the settlement amount they received if they breached the agreement. Paragraphs 8, 9 and 10 of the *Ali* settlement expressly and repeatedly indicate that "the Plaintiffs' counsel" is bound by these provisions. Hanson does not challenge the text or the plain meaning of paragraphs 8, 9 or 10. Hanson admits he received $50,000 in attorney's fees as part of the *Ali* settlement.

Pursuant to paragraph 5 of the *Williamson* settlement, Williamson's attorneys and agents were bound not to further publicize or produce or disseminate a certain affidavit executed by Williamson (the "Affidavit"). Paragraph 2 of the *Williamson* settlement identifies by name Macy Hanson and non-party Dan Gamez as Williamson's attorneys. At the expressed written request of Hanson, the *Williamson* settlement included a release of claims against Hanson and his co-counsel Dan Gamez. According to Hanson's email, he did not want to be sued for his obtaining or use of the *Williamson* affidavit in connection with the *Ali* settlement or litigation.

In November 2018, and within approximately 30 days of the execution of both settlements, Hanson engaged in conduct which the Plaintiffs allege violated provisions of the respective settlement agreements to which Hanson was bound. The Plaintiffs allege that Hanson breached the *Ali* settlement's confidentiality and non-disparagements provisions through a public reply to a comment on an online article concerning the *Ali* litigation on ClassAction.org. Hanson's public reply disclosed the existence of the *Ali* settlement and contained language disparaging the Plaintiffs as having perpetrated a "scam" and creating "victims:"

> Hey, Jeff, how long have you worked for NLSS and Greg Fishman? THIS CASE WAS DISMISSED BECAUSE THE DEFENDANTS SETTLED. Co-counsel, Dan Gamez, and I have filed a new class action case. Despite what Jeff (fake name, I am sure) claims, this is a complete scam and all victims of its should talk with an attorney. Dan Gamez and I would be happy to discuss this with any of you.

[Emphasis in original]. Hanson admits he wrote this comment and the comment is part of the record evidence in this case.

The Plaintiffs also allege that Hanson breached the *Williamson* settlement's confidentiality clause regarding the Affidavit by using the Affidavit in subsequent litigation. It is

undisputed that the discredited *Williamson* affidavit was filed as Exhibit A to a copy-cat lawsuit filed by Hanson known as *Vivian Grijalva, et al. v. Kevin Mason, P.A., et al* , Case No. 8:18-cv-02010- MCS-DFM (filed Nov. 9, 2018). The Affidavit was later stricken by the district court as irrelevant. *See* D.E. 115 in *Grijalva*.

Hanson dismissed *Grijalva* with prejudice but without any settlement or agreement with either NLSS or Resolvly. Two subsequent copy-cat lawsuits were filed but dismissed with prejudice. See *Zachary Hodges v. GM Law Firm, LLC, et al*, Case No. 1:20-cv-03799-JPB (N.D. Ga.) (filed Sept. 18, 2020) and *Brian Winkler v. GM Law Firm, LLC, et al*, Case No. 3:20-cv-08248-DWL (D. Az.) (filed Sept. 21, 2020. Another similar multi-plaintiff but consolidated lawsuit was filed in the Southern District of Florida and dismissed on October 12, 2021. *See White, et. al. v. GM Law Firm, LLC, et. al.*, Case No. 9:21-cv-80896 (S.D. Fla.) (filed May 18, 2021).

This lawsuit was filed in April 2020.

Analysis

The Standard for Summary Judgment

A motion for summary judgment should be granted "where the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party." *Wilsonart, LLC v. Lopez*, 308 So. 3d 961, 963 (Fla. 2020) (*quoting Scott v. Harris*, 550 U.S. 372, 380 (2007)). The moving party can meet its burden by "showing . . . that there is an absence of evidence to support the nonmoving party's case." *In re Amendments to Florida Rule of Civil Procedure 1.510* , 309 So. 3d 192, 193 (Fla. 2020). In considering a motion for summary judgment, the only question for the court to consider is "whether the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id*. "If the evidence is merely colorable, or is not significantly probative, summary judgment may be provided." *Id*. "A party opposing summary judgment must do more than simply show that there is some metaphysical doubt as to the material facts." *Id*. Hanson "has the burden of proving an affirmative defense." *Custer Med. Ctr. v. United Auto. Ins. Co.* , 62 So. 3d 1086, 1096 (Fla. 2010). Inference stacking is insufficient to overcome a motion for summary judgment. *See O'Malley v. Ranger Constr. Industries, Inc.,* 133 So. 3d 1053, 1055 (Fla. 4th DCA 2014).

***

The Court will first address the enforceability of the agreements against Hanson and then turn to the issue of breach and damages.

Hanson was Bound by the Ali & Williamson Settlements

Hanson's first and primary defense is that he cannot be bound by either settlement agreement because he did not sign them. The Court disagrees. In Florida, neither a writing nor a signature is a requirement to be bound by an agreement. *See St. Joe Co. v. McIver*, 875 So. 2d 375, 391 (Fla. 2004) (enforcing an oral brokerage contract); *Commerce Partnership 8098 Ltd. v. Equity Contracting Co.*, 695 So. 2d 383, 385 (Fla. 4th DCA 1997) (noting that contracts can even be implied in fact merely by actions).

"Florida courts have enforced contract terms, including forum selection clauses, against non-signatories." *Deloitte & Touche v. Gencor Industrices*, Inc., 929 So. 2d 678, 683 (Fla. 5th DCA 2006) (enforcing a forum selection clause against a non-signatory); *see also World Vacation Travel, S.A. v. Brooker*, 799 So. 2d 410, 412 (Fla. 3d DCA 2001) (holding that enforcing a forum selection clause against a non-signatory is proper where the claims arise directly out of the agreement and the commercial relationship of the parties); *Tuttle's Design-Build, Inc. v. Florida Fancy, Inc.*, 604 So. 2d 873, 873-74 (Fla. 2d DCA 1992) (recognizing that a reasonable forum selection clause would be enforced against a non-signatory).

Generally, Florida courts have applied contracts against non-signatories 1) when "the interests of a non-party are directly related to or completely derivative of those of the contracting party," *Gencor Industries*, 929 So. 2d at 684; 2) when claims "arise directly from the agreement" containing the provision, "as well as due to the nature of the commercial relationship of the parties as it relates to the agreement itself," *World Vacation Travel*, 799 So. 2d 410 at 412-13; and 3) when a non-signatory is a third party beneficiary of the underlying contract, *Florida Fancy*, 604 So. 2d 873 at 873-74; *Martha A. Gottfried, Inc. v. Paulette Koch Real Estate*, 778 So. 2d 1089, 1090 (Fla. 4th DCA 2001) ("Non-signatories may be bound by an arbitration agreement if dictated by ordinary principles of contract law and agency. Furthermore, a third party beneficiary to a contract can be compelled to arbitrate.") (citations omitted); *Terminix Int'l Co. v. Ponzio*, 693 So. 2d 104, 109 (Fla. 5th DCA 1997) (enforcing an arbitration provision against non-signatories because they were third party beneficiaries of the underlying contract); *Zac Smith Co. v. Moonspinner Condo. Ass'n*, 472 So. 2d 1324, 1324 (Fla. 1st DCA 1985)

(applying an arbitration clause to a third-party beneficiary of the underlying contract).

Hanson is bound by paragraphs 8, 9 and 10 of the *Ali* settlement because the plain langage of the agreement says he is bound by it. These provisions repeatedly obligate *the Plaintiffs' counsel*, who it is undisputed was Macy Hanson. It is true that the opening paragraph of the *Ali* settlement does not identify Hanson by name as a party. Hanson, however, overlooks a basic canon of contract interpretation. "It is a well-settled principle of contract law that a contract provision specifically dealing with a particular subject matter controls over a provision generally dealing with that same subject matter." *Crastvell Trading Ltd. v. Marengere* , 90 So. 3d 349, 353 (Fla. 4th DCA 2012). The Court concludes as a matter of law that the specific and express language of paragraphs 8, 9 and 10 control over any general provision in the *Ali* settlement. The Court further notes that it is undisputed that Hanson benefited by the *Ali* settlement in the form of a $50,000 attorney fee.

With respect to the *Williamson* agreement, paragraph 2 identifies Hanson by name as Je'Hanna Williamson's attorney. Paragraph 5 binds both Williamson and her attorneys. As with the *Ali* settlement, the Court concludes that the specific language of the *Williamson* settlement controls notwithstanding Hanson's lack of a signature and him not being identified by name as a "party" to the agreement. The Court further notes that it is undisputed that Hanson received a personal release of claims, at his request, as part of the *Williamson* settlement.

As a matter of law, Hanson is bound by both agreements.

Hanson's Affirmative Defenses Fail as a Matter of Law

Hanson raises several affirmative defenses. The Court finds all of Hanson's affirmative defenses are inapplicable to this action or unsupported by record evidence.

First, Hanson argues that the settlements are unenforceable pursuant to Florida Bar Rule 4-5.6(b). Hanson's argument fails to account for the distinction between an ethical rule and a binding legal principle with the force to determine legal outcomes. "The application of rule 4–5.6 to invalidate or render void a provision in a private contract between two parties is beyond the scope and purpose of the Rules and constitutes error." *Lee v. Florida Dept. of Ins. & Treasurer*, 586 So. 2d 1185, 1188 (Fla. 1st DCA 1991). "To use rule 4–5.6 as the basis for invalidating a private contractual provision is manifestly beyond the stated scope of the Rules and their intended legal effect." *Id*. The Court concludes that Rule 4-5.6(b) is inapplicable to this

action.

Second, Hanson argues that any breach of the *Ali* settlement (but not the *Williamson* settlement) by him was excused by the Plaintiffs' prior breach. Hanson claims that the Plaintiffs were the source of: 1) the post on ClassAction.org to which Hanson breached the *Ali* settlement by replying to; 2) a false and disparaging complaint against Hanson on a website called Complaints Board, accusing Hanson of womanizing and sexual harassment; and 3) a video on YouTube sharing screenshots purportedly made by Hanson that were disparaging towards racial and sexual minorities.

In support of his prior breach affirmative defense, Hanson submitted three unauthenticated computer printouts as exhibits. The exhibits themselves, even if they could be authenticated, contain hearsay statements. "A trial court cannot consider inadmissible evidence in determining the disposition of a motion for summary judgment." *Rose v. ADT Sec. Servs., Inc.*, 989 So. 2d 1244, 1249 (Fla. 1st DCA 2008); *see also Gromann v. Avatar Property & Casualty* , 345 So. 3d 298 (Fla. 4th DCA 2022) (reversing summary judgment when the movant relied upon inadmissible evidence). In responding to a motion for summary judgment, the non-movant has an evidentiary burden to establish a genuine fact dispute. The non-movant's evidence must be *admissible* evidence no different than if it were presented to a jury. *See* Rule 1.510(c)(2)&(4). The Court concludes that Hanson's unauthenticated supporting exhibits are inadmissible hearsay.

The Court further notes that Hanson had ample time to conduct discovery into the issue of prior breach, and was even provided additional time after the May 23, 2022 hearing. Hanson admitted on the record at the October 25, 2022 hearing that he lacks proof that the exhibits, even assuming the Court were to deem them admissible, can be traced back to the Plaintiffs in any way. He concedes he conducted no discovery to prove his affirmative defense because, by his own admission, it would be futile. Hanson relies entirely on conjecture and inference stacking which is insufficient to defeat summary judgment. The Court concludes that Hanson has provided no admissible evidence to support his affirmative defense of a prior breach.

Third, Hanson argues that the Plaintiffs' litigation is barred by Florida's anti-SLAPP law. Hanson's anti-SLAPP argument fails because Hanson failed to establish a prima facie anti-SLAPP claim. Nor did Hanson file a motion to dismiss under the Statute. A SLAPP defendant bears the initial burden of setting forth a prima facie case that the plaintiff's claims are both

meritless and based on stifling First Amendment rights in connection with a public issue. *See Davis v. Mishiyev*, 47 Fla. L. Weekly D1039 (Fla. 2d DCA May 11, 2022). Hanson's anti-SLAPP argument contained merely conclusory statements that the Act applied and did not include any substantive arguments or facts. He did not address the issue in his Response to the motion for summary judgment. The Court concludes that the anti-SLAPP statute is inapplicable to this action.

Fourth, Hanson argues that the Plaintiffs' litigation is barred by the Sunshine in Litigation Act. This argument is patently irrelevant. The FSLA is of limited use and only applies where, in product liability or similar cases, the trial court has entered a confidentiality order or when there is a pending motion by a defending party for a confidentiality order. *See Ford Motor Co. v. Hall-Edwards*, 21 So. 3d 99, 102 (Fla. 3d DCA 2009) No such order has been entered or contemplated in this case. Hanson did not address this issue in his Response to the motion for summary judgment. The Court concludes that the FSLA is inapplicable to this action.

Hanson Breached the Ali & Williamson Settlements

Hanson was expressly bound by the *Ali* settlement not to reveal its existence and not to disparage the Plaintiffs. Hanson's conduct in replying to the comment under the article on ClassAction.org breached both of these obligations: Hanson stated that the parties in the *Ali* action settled and disparaged the Plaintiffs as perpetrating a "complete scam." Hanson does not dispute that he posted the offending statement on the ClassAction.org comment page. Instead, Hanson argues that his breach of the *Ali* settlement was not material because the confidentiality provision of the *Ali* settlement was not a material provision. This argument is contradicted by the text of the settlement itself, which states "[a]s a material condition of this Agreement, the Parties and their counsel expressly agree that [] the settlement reached in this Agreement, the existence of this agreement, the terms and/or matters stated in this agreement [] shall remain confidential." Confidentiality is material because the agreement expressly makes it material. The settlement indicates that all parties and their counsel, including Hanson, are limited to publicly saying that the matter was amicable resolved. Within 30 days of execution of the agreement, Hanson did precisely what he was not permitted to do. *Cf. Snay v. Gulliver Schools, Inc.*, 137 So. 3d 1045 (Fla. 3d DCA 2014) (enforcing forfeiture of settlement proceeds when recipient breached settlement agreement hours after execution). The Court concludes that Hanson's post on the ClassAction.org website constitutes a material breach of the *Ali* settlement as a matter of law.

Hanson was expressly bound by the *Williamson* settlement not to produce or disseminate the discredited Affidavit. There is no dispute that Hanson used the *Williamson* affidavit after agreeing not to do so in exchange for a release. As a matter of law, Hanson violated this provision when he used the Affidavit in subsequent litigation.

Damages for Hanson's Breach of the Ali & Williamson Settlements

With respect to the *Ali* settlement, Plaintiffs seek $50,000 in liquidated damages. Paragraph 10 of the *Ali* settlement contains a liquidated damages provision requiring that the *Ali* plaintiffs and their counsel repay to the Plaintiffs any money they individually received as part of the settlement in the event of a breach. Hanson acknowledges that he received $50,000 as a contingency fee as part of the *Ali* settlement. Under the liquidated damages provision, this is the amount due to the Plaintiffs.

A liquidated damages provision is enforceable when damages are not readily ascertainable and the amount to be forfeited is not grossly disproportionate to any damages reasonably expected to follow from a breach. *See Lefemine v. Baron*, 573 So. 2d 326, 328 (Fla. 1991). Here, the damages from Hanson's breach of the *Ali* settlement's confidentiality and non-disparagement provisions is not readily ascertainable because the harm caused by Hanson's breach does not have a calculable economic consequence. Plaintiffs' submitted the affidavit of Gregory Fishman testifying that the Plaintiffs suffered significant but incalculable damages as a result of the breaches, including lost revenue, reputational damage and attorney fees. Hanson has not provided any admissible evidence to contradict the Fishman affidavit. The amount to be forfeited is not disproportionate because it is equivalent to the benefit Hanson received under the settlement. The Court concludes that the liquidated damages provision in enforceable and awards the Plaintiffs $50,000.00 for breach of the *Ali* settlement.

With respect to the *Williamson* settlement, Plaintiffs seek $1.00 in nominal damages. "Nominal damages may be awarded when the breach of an agreement or invasion of a right is established, since the law infers some damage to the injured party; where there is insufficient evidence presented to ascertain the particular amount of loss, the award of nominal damages is proper." *Beverage Canners, Inc. v. Cott Corp.*, 372 So. 2d 954, 956 (Fla. 3d DCA 1979). Damages from Hanson's breach cannot be readily ascertained for the same reason as the *Ali* settlement. The Court concludes that Plaintiffs are entitled to $1 in nominal damages from Hanson

for breach of the Williamson settlement.

Prejudgment Interest

The Plaintiffs are entitled to prejudgment interest on the $50,001.00 from at least the date of the breach in November 2018. *See generally Bellino v. W&W Lumber & Bldg. Supplies, Inc.*, 902 So. 2d 829, 832 (Fla. 4th DCA 2005). "In all cases where interest shall accrue without a special contract for the rate thereof, the rate is the rate provided for in § 55.03." Fla. Stat. § 687.01. The Court will award prejudgment interest between December 1, 2018 through the date of this Final Judgment as follows:

1. For December 1, 2018 through December 31, 2018, the accrued interest was $258.62 (.000166849 x 31 days x $50,001).
2. For January 1, 2019 through March 31, 2019, the accrued interest was $780.43 (.000173425 x 90 days x $50,001).
3. For April 1, 2019 through June 30, 2019, the accrued interest was $819.02 (.000180000 x91 days x $50,001).
4. For July 1, 2019 through September 30, 2019, the accrued interest was $853.22 (.000185479 x 92 days x $50,001).
5. For October 1, 2019 through December 31, 2019, the accrued interest was $868.35 (.000188767 x 92 days x $50,001).
6. For January 1, 2020 through March 30, 2020, the accrued interest was $849.10 (.00018661 2 x 91 days x $50,001).
7. For April 1, 2020 through June 30, 2020, the accrued interest was $827.97 (.000181967 x 92 days x $50,001).
8. For July 1, 2020 through September 30, 2020, the accrued interest was $757.88 (.000164754 x 92 days x $50,001).
9. For October 1, 2020 through December 31, 2020, the accrued interest was $674.93 (.000146721 x 92 days x $50,001).
10. For January 1, 2021 through March 31, 2021, the accrued interest was $593.03 (.000131781 x 90 days x $50,001).
11. For April 1, 2021 through June 30, 2021, the accrued interest was $537.28 (.000118082 x 91 days x $50,001).
12. For July 1, 2021 through June 30, 2022, the accrued interest was $2,125.04 (.000116438 x 365 days x $50,001).
13. For July 1, 2022 through September 30, 2022, the accrued interest was $546.97 (.000118904 x 92 days x $50,001).
14. For October 1, 2022 through October 26, 2022, the accrued interest was $169.18 (.000130137 x 26 days x $50,001).

Total prejudgment interest between December 1, 2018 and October 26, 2022 is $10,661.02.

Conclusion

For the reasons stated above and the reasons stated in open court, the Court **GRANTS** the Plaintiffs' Motion for Summary Final Judgment.

***

Final Judgment is entered in favor of Plaintiffs National Legal Staffing Support, LLC and Resolvly, LLC, whose address is 1515 S. Federal Highway, Suite 113, Boca Raton, Florida

33432 and against Defendants Macy D. Hanson, individually, and The Law Office of Macy D. Hanson, PLLC, jointly and severally, whose last known address is 102 First Choice Drive, Madison, Mississippi 39110 in the amount of $50,001.00 (fifty-thousand one dollars), plus prejudgment interest in the amount of $10,661.02 (ten-thousand six-hundred sixty-one dollars and two cents) for a total amount of $60,662.02 (sixty-thousand six-hundred sixty-two dollars and two cents), that shall bear post-judgment interest at the prevailing statutory rate established pursuant to § 55.03, Florida Statutes, (4.75% annually through December 31, 2022) **FOR WHICH LET EXECUTION NOW ISSUE**. Thereafter, on January 1 of each succeeding year until the judgment is paid, the post-judgment interest rate will adjust in accordance with § 55.03, Florida Statutes.

Pursuant to Rule 1.560, Defendants Macy D. Hanson and The Law Office of Macy D. Hanson, PLLC, shall each complete under oath a separate Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and Defendants shall serve the completed Fact Information Sheets and all attachments on Plaintiffs' counsel within forty-five (45) days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed.

Jurisdiction of this case is retained (i) to enter further orders that are proper to compel the Defendants to complete Form 1.977, including all required attachments, and serve it on Plaintiffs' counsel and (ii) to hear any motion for fees and costs.

DONE and **ORDERED** in West Palm Beach, Florida

50-2020-CA-011664-XXXX-MB 10/31/2022
Paige Gillman
Circuit Judge

COPIES TO:

JOSHUA S HORTON ESQ	210 SOUTH OLIVE AVE SUITE 300-A WEST PALM BEACH, FL 33405	josh@joshuahorton.attorney joshshorton@yahoo.com joshuahorton.esq@gmail.com

MACY HANSON	102 FIRST CHOICE DRIVE MADISON, MS 39110	MACY@MACYHANSON.COM
MATTHEW SARELSON ESQ	2100 PONCE DE LEON SUITE 1290 MIAMI, FL 33134	MSARELSON@SARELSON.COM epotter@dhillonlaw.com msarelson@dhillonlaw.com