

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO.: 2012-001083-CFA

GEORGE ZIMMERMAN,

Defendant.

**MOTION TO DETERMINE CONFIDENTIALITY OF COURT RECORDS IN
OPPOSITION TO DEFENDANT'S MOTION TO UNSEAL**

COMES NOW, BENJAMIN L CRUMP and JARIAN N. LYONS, counsel for the ESTATE OF TRAYVON MARTIN, pursuant to Florida Rule of Judicial Administration 2.420(e), requests this Honorable Court to allow the settlement amount reached between plaintiffs and the unidentified defendants in this matter to be kept UNDER SEAL, and in support of this motion states:

1. Counsel for the Estate of Trayvon Martin objects to the Defendant's Motion to Unseal Confidential Information, specifically the civil settlement agreement of which is described below, and emphasizes their unwavering contention that the parents of Trayvon Martin in no way wanted their son killed in order to pursue a Civil Settlement.
2. A confidential settlement was entered into by the parties and this Court was provided a NOTICE OF SETTLEMENT and a material element of the settlement agreement that was executed expressly required that TRACY MARTIN and SYBRINA FULTON, personal representatives of the ESTATE OF TRAYVON MARTIN, "*As part of the bargained-for basis of the consideration set forth above and for the amount of...as part of that consideration, the Releasing and Released Parties agreed that the terms of this Release and any amount paid shall remain **CONFIDENTIAL**, including the names of the Releasing Parties and the Released Parties, except as may be required by law.*"
3. Per F.R.J.A. 2.420(c)(9)(A)(vi), the unidentified defendants, having entered into a General Release on the basis that confidentiality of settlement terms and amounts is essential to avoid irreparable harm in the negotiations and exposure of other claims/lawsuits, urge this Court to prevent the disclosure by sealing the General Release, and all other Motions or documents which reflect the amount and/or settlement terms.


4. Contrary to the contentions made by Defendant's counsel, the Confrontation Clause is in no way applicable to the circumstances of this case. The witnesses identified in the Defendant's motion are the parents of Trayvon Martin, the deceased. As has previously been stated, Sybrina Fulton and Tracy Martin did not encourage or create the circumstances giving rise to the killing of their son Trayvon Martin by George Zimmerman, nor were they present when George Zimmerman profiled, pursued, and killed their son on February 26, 2012.
5. The purpose of the Confrontation Clause of the 6th Amendment of the Constitution of the United States of America is to ensure the defendant has the right to confront witnesses against him through cross-examination. Although bias is a component of cross-examination, Sybrina Fulton and Tracy Martin did not kill or encourage that their son be killed for financial gain.
6. The unintelligible attempt to assert that the parents of Trayvon Martin are biased because they have received a confidential settlement or the likelihood that they may pursue civil suits against the defendant following his criminal trial are devoid of merit. Sybrina Fulton and Tracy Martin were not present when George Zimmerman shot and killed 17 year old Trayvon Martin on February 26, 2012.
7. The disclosure of the terms of a confidential settlement are immaterial to the issue of a charge of second-degree murder against the Defendant George Zimmerman. In no way can the defendant properly demonstrate that the testimony of Sybrina Fulton and Tracy Martin would be improperly influenced for financial gain. The real issues to be determined in the criminal matter are whether or not George Zimmerman shot and killed Trayvon Martin, not the amount of a confidential settlement the parents received as a result of George Zimmerman killing Trayvon Martin.
8. There is no witness bias present as asserted by the Defendant's counsel regarding the identification of the voices on the police recording that Mr. Tracy Martin was presented with on February 28, 2012. Referencing the Orlando Sentinel article published March 17, 2012, which was also cited by the Defendant's counsel, entitled "Trayvon Martin shooting: Screams, shots heard on 911 call," it states that the *"audio has since been cleaned up."* (See Defense Exhibit "D" *"Trayvon Martin shooting: Screams, shots heard on 911 call,"* Orlando Sentinel, March 17, 2012).
9. Further, the "Report of Investigation" completed by Investigator Christopher F. Serino reflected that, upon playing the 911 tapes to Mr. Martin in order to determine if the voice on the recording was his son Trayvon, *"Mr. Martin, clearly emotionally impacted by the recording quietly responded "no.""* (See Exhibit "C" Sanford Police Department Report of Investigation).
10. Taking the improvement in the voice quality of the recording, coupled with Mr. Martin's extreme emotional state upon learning that his 17 year old son had been shot and killed at the time of listening to the distorted recording, it is entirely reasonable that at the time of review of the improved recording that Mr. Martin could with better certainty recognize

the voice on the recording as Trayvon's; this identification being completed not to seek a civil settlement, but instead to bring the killer of his son to justice.

11. Moreover, it is important to note that there will be sound (voice) analysis expert witnesses for both the prosecution and defense, as well as numerous other witnesses who will testify as to whose voice was screaming for help on the 911 tapes. It must be noted that the Defendant George Zimmerman, when Investigator Christopher F. Serino played the recording for the Defendant stated, "It doesn't even sound like me." (From Investigator Christopher F. Serino's Investigative Recordings, Recording No. 6, just past the 17 minute mark). The defense contends that it was Defendant George Zimmerman screaming for help, but if that were so, not even George Zimmerman himself could confirm their contention.
12. Alternatively, the release of this confidential information could have the effect of tainting the potential jury pool, providing an unfair advantage to George Zimmerman in his criminal trial. This release could ultimately prevent the ability of the prosecution to select a fair and impartial jury.
13. Counsel for the other confidential parties to the confidential civil settlement agreement have indicated their objection and intention to intervene and be heard before the Court on this matter.
14. Therefore, Counsel respectfully requests that this Honorable Court allow that the terms, parties, and amount of the settlement be kept confidential to comply with the agreement reached by the parties and prevent irreparable harm that would contravene the proper administration of justice.

CERTIFICATION

I HEREBY CERTIFY that the foregoing request has been made in good faith and is supported by a sound factual and legal basis pursuant to Florida Rule of Judicial Administration 2.420(e).



BENJAMIN L. CRUMP, Esquire
JARIAN N. LYONS, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by U.S. mail, personal service, facsimile and via e-mail to: the HONORABLE DEBRA S. NELSON at 301 North Park Avenue, Sanford, Florida 32771-1292, BERNIE DE LA RIONDA, ASSISTANT STATE ATTORNEY at 220 East Bay Street, Jacksonville, Florida 32202-3429, and MARK M. O'MARA, ESQUIRE at 1416 East Concord Street, Orlando, Florida 32803, on April 12, 2013.



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