

GEICO Insurance PIP Settlement Administrator - 6789  
PO BOX 44  
Minneapolis MN 55440-0044

**Legal Notice of Proposed Class Action Settlement and Fairness Hearing**  
[Concerning Calculation of Charges and Payments for medical services]  
Regarding medical services provided to Insureds of the GEICO COMPANIES

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.: 17-cv-62462-CMA

GREGORY HASKIN CHIROPRACTIC CLINICS,  
INC and COASTAL WELLNESS CENTERS, INC.,  
Florida corporations, on behalf of themselves  
and all others similarly situated,

v.

GEICO INDEMNITY CO.; GEICO GENERAL INS.  
CO.; GEICO CASUALTY CO.; and  
GOVERNMENT EMPLOYEES INS. CO.

**CLASS REPRESENTATION**  
**THE HONORABLE CECILIA M. ALTONAGA**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

**IF YOU ARE A FLORIDA HEALTH CARE PROVIDER AND PROVIDED MEDICAL SERVICES TO PERSONS INSURED UNDER AN AUTO INSURANCE POLICY ISSUED BY THE GEICO COMPANIES<sup>1</sup> THAT INCLUDED PERSONAL INJURY PROTECTION (“PIP”), MEDICAL PAYMENTS (“MED PAY”) OR OTHER NO-FAULT COVERAGES AND A PIP DEDUCTIBLE; AND  
THE GEICO COMPANIES ADJUSTED YOUR INSURANCE CLAIM BY APPLYING THE PIP DEDUCTIBLE TO A REDUCED AMOUNT UNDER THE STATUTORY REIMBURSEMENT LIMITATIONS OF SECTION 627.736, FLA. STAT., INSTEAD OF THE FULL BILLED AMOUNT**

**YOU COULD GET A PAYMENT  
FROM A PROPOSED CLASS ACTION SETTLEMENT.**

- This Notice explains a proposed class action settlement that could entitle you to payments and may affect and release your rights.
- This Settlement resolves a proposed class action Lawsuit over whether the GEICO COMPANIES improperly applied a PIP deductible to reduced amounts under the statutory reimbursement limitations of Section 627.736, Fla. Stat., instead of the full billed amount(s), for charges submitted for medical services provided to persons insured under certain motor vehicle insurance policies issued by the GEICO COMPANIES.
- This Notice has been addressed to the person or entity identified as the health care provider in bills submitted to the
- GEICO COMPANIES for medical services. The addressee is identified on the envelope by name and partial (last five
- submitted bills to the GEICO COMPANIES in connection with this TIN, including the billing person or entity and their affiliates, successors, and assigns. Please handle and forward accordingly.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

<sup>1</sup> The “GEICO COMPANIES” means Defendants, GEICO General Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company and GEICO Casualty Company.

<b>Submit a Settlement Claim Form</b>	<b>The only way to get a payment.</b>
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuits against the GEICO COMPANIES about the same legal claims in this case.
Object	Write to the Court about what you don't like about the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.
Do Nothing	Get no payment. Give up rights and release legal claims.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

### BASIC INFORMATION

#### Why did I get this Notice?

You, or a health care provider that you have been affiliated with, may have submitted a bill or bills to the GEICO COMPANIES for medical charges arising from medical services provided to persons insured under PIP, Med Pay, or other No-fault coverages provided in a Florida motor vehicle insurance policy issued by the GEICO COMPANIES that included a PIP deductible.

The GEICO COMPANIES' records indicate that you (or a health care provider with which you have been affiliated) may be in a position to contend that the GEICO COMPANIES improperly calculated the PIP deductible applied to these charges.

The Court presiding over the class action Settlement directed that you be sent this Notice because you have a right to know about a proposed Settlement of the Lawsuit (as defined below), and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections and appeals are resolved, claims allowed by the Settlement will be paid.

The Court in charge of the Settlement of the Lawsuit is the court presiding over the case known as *Gregory Haskin Chiropractic Clinics, Inc., Coastal Wellness Centers, Inc. v. GEICO Indemnity Co., GEICO Gen. Ins. Co., et al.*, Case No. 17-cv-62462-CMA-BSS (S.D. Fla.). This case is referred to in this Notice as the "Lawsuit." The health care providers who sued – Gregory Haskin Chiropractic Clinics, Inc. and Coastal Wellness Centers, Inc. – are called the Plaintiffs, and the companies they sued – the GEICO COMPANIES – are called the Defendants.

#### What is the Lawsuit about?

The Lawsuit claims that the GEICO COMPANIES miscalculated PIP deductibles applicable to medical charges submitted by health care providers arising from treatment to persons insured under PIP, Med Pay, or other No-fault coverages contained in motor vehicle insurance policies issued by the GEICO COMPANIES in Florida.

In particular, the Lawsuit contends that the GEICO COMPANIES improperly applied PIP deductibles to reduced amounts under the statutory reimbursement limitations of Section 627.736, Fla. Stat. Plaintiffs contend that the GEICO COMPANIES should have applied PIP deductibles to the full billed amounts submitted by health care providers for medical charges arising from treatment to persons insured under PIP, Med Pay, or other No-fault coverages issued by the GEICO COMPANIES in Florida. Plaintiffs therefore assert that the GEICO COMPANIES underpaid PIP benefits for medical services by allegedly failing to properly apply the deductible authorized under Section 627.736(2), Florida Statutes.

The GEICO COMPANIES' records indicate that you or a health care provider with which you have been affiliated may have submitted a bill or bills to the GEICO COMPANIES for medical charges arising from treatment to persons insured under PIP, Med Pay, or other No-fault coverages issued by the GEICO COMPANIES in Florida that included a PIP deductible.

The GEICO COMPANIES contend that it complied with its obligation to properly apply PIP deductibles and issue payment for reasonable medical expenses submitted pursuant to the applicable insurance policy and the No-Fault Law. The Court has made no ruling on the merits of the claims or defenses asserted in the Lawsuit.

The Lawsuit and Settlement concern only claims submitted for coverage under applicable insurance policies set forth in the definition of the Settlement Class contained in this Notice.

The Court has approved the Lawsuit to proceed as a class action for settlement purposes only. If the Settlement is not finally approved, the Court will have to decide whether the Lawsuit should be treated as a class action for the purpose of addressing the merits and trying the Lawsuit.

### **Why is this a class action?**

In a class action, one or more people called Class Representatives sue on behalf of people who they believe have similar claims. All of these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. The “Class Representatives” in the Lawsuit are the named Plaintiffs, Gregory Haskin Chiropractic Clinics, Inc. and Coastal Wellness Centers, Inc.

### **Why is there a settlement?**

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. That way, they and the affected health care providers avoid the risk, delay, and expense of continuing the Lawsuit, and the Settlement Class Members, as described in this Notice, will be eligible to get compensation. The Class Representatives and Class Counsel, as described in this Notice, think the Settlement is best for all affected health care providers who will be Settlement Class Members as described in this Notice.

### **Can I file my own lawsuits or demand?**

Not if you remain a Settlement Class Member. The Court has preliminarily approved the Settlement. Because Settlement Class Members will be eligible to receive compensation through the Settlement instead of having to bring their own lawsuits, the Court has tolled the time for the GEICO COMPANIES to respond to demands and civil remedy notices and has tolled the statute of limitations while Settlement Class Members decide whether or not they will stay in the class. The tolling provision contained in the Order of Preliminary Approval issued on November 13, 2019 states:

The statute of limitations and all other presuit time limits, including without limitation any time limits to pay or otherwise respond to notices of intent to initiate litigation under Chapter 627 of the Florida Statutes or notices of violation under Chapter 624 of the Florida Statutes, shall be tolled until the Court either grants or denies final approval of the proposed Settlement and such order or judgment becomes final, provided that the tolling shall terminate ten (10) business days after submission of an Opt-Out exclusion request, as indicated by the postmark date of such request submitted to the Claims Administrator, with respect to any Settlement Class Member that submits a timely, written Opt-Out exclusion request that has not been challenged by the GEICO COMPANIES as provided in this Order or that is otherwise approved by the Court. Upon receipt of any such notices of intent to initiate litigation under Chapter 627 of the Florida Statutes or notices of violation under Chapter 624 of the Florida Statutes, the GEICO COMPANIES shall send a response to the Settlement Class Member that encloses copies of the Class Notice and this Order, and advises of the proposed Settlement and this tolling provision, as well as how the Settlement Class Member can obtain further information regarding the Settlement.

The tolling order applies to all Settlement Class Member claims covered by the proposed Settlement. Accordingly, deadlines or response time limits applicable to the GEICO COMPANIES with respect to any covered Settlement Class Member claim shall only begin to run as provided in the tolling provision above. You may not file a new lawsuit without complying with, or obtaining relief from, the Court’s tolling provision, or excluding yourself (i.e., opting out) from the proposed Settlement.

If the proposed Settlement is given final approval by the Court, all Settlement Class Members who are not recognized by the Court as excluded from the Settlement Class will be barred from making a demand, filing or prosecuting a lawsuit or other proceeding, or otherwise pursuing claims released by the settlement.

## **WHO IS COVERED BY THE SETTLEMENT**

### **How do I know if I am covered by the Settlement?**

You are member of the “Settlement Class” covered by the Settlement if you fall within the following class definition adopted by the Court:

all persons and/or entities who: (i) are or were Florida healthcare providers (as described by Section 627.736(1)(a), Fla. Stat.), or their assignees; (ii) provided medical services to a person insured by the GEICO COMPANIES under an auto policy that included a deductible applicable to the PIP coverage provided under the policy; (iii) hold an assignment of benefits from said insured; (iv) submitted a claim to the GEICO COMPANIES for payment of such medical services; and (v) had their claim adjusted during the Class Period by applying the statutory reimbursement limitations of Section 627.736, Fla. Stat., to medical services determined to be within the PIP deductible.

Excluded from the Settlement Class are: (1) the GEICO COMPANIES, any entities in which the GEICO COMPANIES have a controlling interest, and all of their legal representatives, heirs and successors; and (2) members of the judiciary for the United States District Courts of Florida.

The "Class Period" for each of the specific included GEICO COMPANIES means;

- GEICO Indemnity Company – December 21, 2013 through November 13, 2019.
- GEICO General Insurance Company – December 28, 2013 through November 13, 2019.
- GEICO Casualty Company – July 29, 2014 through November 13, 2019.
- Government Employees Insurance Company – July 29, 2014 through November 13, 2019.

The following claims of Settlement Class Members shall be outside of the scope of the Settlement Agreement and the Released Claims, but shall not otherwise affect membership in the Settlement Class:

(1) any claims resolved by separate settlement, dismissal with prejudice, or full payment in response to a demand letter; (2) any claims that are the subject of a lawsuit that has been filed and remains pending as of the Court's Order of Preliminary Approval; (3) any claims where insurance benefits exhausted prior to the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later; and (4) any claims that are denied during the settlement claims process on the grounds that the claim is outside the scope of the Settlement Agreement. When a PIP or other No-fault claim includes both medical services within the scope of the Settlement Agreement and others outside the scope of the Settlement Agreement, the Settlement Agreement and Release will apply, but only to those medical services within the scope of the Settlement Agreement.

Members of the Settlement Class are referred to as "Class Members" or "Settlement Class Members." A search of the GEICO COMPANIES' records identified you as potentially a member of the Settlement Class. If you are a member of the Settlement Class, unless you exclude yourself from the Settlement Class, you will be deemed to be a Settlement Class Member and a participant in the Settlement.

### **RELEASE OF YOUR RIGHTS**

**IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS ACCORDING TO THE STEPS IN THIS NOTICE, YOU WILL BE BOUND BY THE SETTLEMENT AND THE COURT'S FINAL JUDGMENT, INCLUDING THE DISMISSAL WITH PREJUDICE AND THE RELEASE SET FORTH AS APPENDIX A TO THIS NOTICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM. YOU SHOULD READ THE RELEASE VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.**

### **THE SETTLEMENT BENEFITS -- WHAT YOU GET**

#### **What does the Settlement provide?**

Payments ("Settlement Relief") will be made to Settlement Class Members who timely submit qualifying Settlement Claim Forms. Settlement Relief includes the Readjustment Payment, Enhanced Relief, Interest, and Submission Compensation as explained below.

#### **How much would my Settlement payment be?**

Settlement Class Members who do not exclude themselves from the Settlement and who timely submit a qualifying Settlement Claim Form will be eligible to receive Settlement Relief from the GEICO COMPANIES, subject to the requirements and terms of the Settlement. The Settlement Relief includes Readjustment of PIP claims, Enhanced Relief, Interest, and Submission Compensation, determined as follows:

#### **Readjustment of PIP Claims**

The GEICO COMPANIES will readjust Settlement claims as follows: For the subject PIP claim, all charges previously applied to the deductible will be reevaluated and applied based upon the full billed charges. All charges submitted by the Settlement Class Member that were previously denied or partially paid due to application of the deductible will be paid at 80% of the lower of the governing schedule of maximum charges amount under Section 627.736(5), Florida Statutes, or the amount billed. Any previous payment for a service that is being readjusted as set forth above will be credited against the Settlement payment. A service that is partially within the deductible and PIP coverage will be valued at the billed amount, reduced by the remaining deductible, and paid at 80% of the balance for that service.

The Settlement claim payment formulas are subject to change to the extent that the Florida Supreme Court or the Florida Fourth District Court of Appeal provide guidance in *Care Wellness Center, LLC v. State Farm Mut. Auto Ins. Co.*, Case No. SC18-429 or 4D16-2254, prior to distribution of settlement payments. Any such change must be approved by the Court.

Services or care that were not paid because they were not reimbursable under Medicare or workers' compensation are not subject to the Settlement Agreement, and therefore claims for those services will neither be paid nor released under the Settlement Agreement.



## **Enhanced Relief**

Settlement Class Members who submit a qualifying Settlement Claim Form will also receive an enhanced relief amount calculated as ten percent (10%) of the additional amount paid on a valid settlement claim.

## **Interest**

Settlement Class Members who submit a qualifying Settlement Claim Form will also receive interest in an amount equal to ten percent (10%) of the additional amount paid on a valid settlement claim.

## **Submission Compensation**

Settlement Class Members who submit a qualifying Settlement Claim Form will also receive a payment to offset postage and time in the flat amount of five dollars (\$5.00) per separate Settlement Claim Form that must be submitted (i.e., if a provider has treated three separate insureds and thereby must submit three separate Settlement Claim Forms, that provider will be entitled to \$15.00 in Submission Compensation). Settlement Claim Forms that are otherwise qualifying, but for which no other payment will be made due to exhaustion of limits, will still receive the Submission Compensation.

## **Additional Terms Applicable to Calculation of Settlement Relief**

All coverage terms or payment limitations provided under the applicable insurance policy and the Florida Motor Vehicle No-Fault Law will continue to apply.

Coverage benefits remaining under the applicable Covered Policy as of the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later, shall be applied in determining the amount of Settlement Relief. Settlement Relief shall not be reduced by exhaustion of benefits occurring after the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later. For purposes of determining

exhaustion of benefits only, a Settlement Claim Form shall be deemed submitted: (a) based upon its postmark date or the date it was uploaded to the Settlement Website, plus thirty (30) days, or (b) the Effective Date, whichever is later.

No interest, costs, attorneys' fees or other extra-contractual payments, except as expressly provided in the Settlement Agreement, shall be payable with respect to any Settlement Relief, and Settlement Class Members waive any claim to such interest, costs, attorneys' fees, or other extra-contractual payments. Insureds cannot be balance billed or held liable for any PIP deductible authorized under the No-Fault Law released under this Settlement.

The proposed Settlement does not waive or impair the GEICO COMPANIES's right at any time, during or after the Class Period, to challenge a Settlement Class Member's claim for entitlement to Settlement Relief or other insurance benefits on the basis of the Settlement Class Member's violation of Section 817.234, Florida Statutes, in connection with the claim for insurance benefits underlying the Settlement Claim Form submission.

## **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

### **How can I get a payment?**

To qualify for Settlement Relief, you must timely submit a complete Settlement Claim Form. A Settlement Claim Form is attached to this Notice. Read the instructions carefully, fill out the form, sign it, and mail it by the deadline set forth below. You may also submit a Settlement Claim Form through the portal made available on the Settlement Website, [fipdeductiblesettlement.com](http://fipdeductiblesettlement.com). **You are not required to submit any medical records, bills, or other documentation with your Settlement Claim Form.**

A Settlement Claim Form submission may encompass multiple bills or services under an insurance claim for a particular patient (i.e., a claim arising under the same accident, and typically having a unique claim number). However, a separate Settlement Claim Form will be required for bills and services rendered under separate insurance claims for treatment to different insureds and/or from different accidents.

If you have multiple Settlement Claims, you may use copies of the provided Settlement Claim Form. You may also request additional Settlement Claim Forms by contacting the Claims Administrator as provided in the "Getting More Information" section of this Notice or you may download them from the Settlement Website. Read the instructions carefully, fill out the form, sign it, and mail it by the deadline set forth below or submit the Settlement Claim Form through the Settlement Website portal.

**Your completed Settlement Claim Form(s), if mailed, must be sent by First-Class Mail, postage prepaid, to the Claims Administrator, at GEICO Insurance PIP Settlement Administrator - 6789, PO BOX 44, MINNEAPOLIS MN 55440-0044. Your Settlement Claim Form must either be postmarked, or uploaded if using the Settlement Website portal, no later than April 7, 2020.**

### **When would I get my payment?**

The Court will hold a Fairness Hearing, as described below in this Notice, to decide whether to approve the Settlement. If the Settlement is approved after that, there may be appeals. It's always uncertain when Settlement approval will be final, allowing Settlement Relief to be paid. Everyone who sends in a Settlement Claim Form will be informed of the status of the Settlement and their Settlement Claim. Please be patient.

### **What if I don't agree with the amount of my Settlement Relief payment?**

If you do not agree with the amount of your Settlement Relief payment, you will be provided an opportunity to have your Settlement Relief payment reviewed and re-determined by the Claims Administrator, in consultation with Class Counsel and counsel for the GEICO COMPANIES. If either you, Class Counsel or the GEICO COMPANIES is dissatisfied with the Claims Administrator's determination, a petition may be filed requesting the Court to determine the amount of the Settlement Relief payment according to the terms of the Settlement. Additional details of the challenge process are set forth in the Settlement Agreement and will be provided to you with any Settlement Relief payment or other notice of claim determination.

## **THE LAWYERS REPRESENTING YOU - CLASS COUNSEL**

### **Do I have a lawyer in this case?**

The Court has appointed the following lawyers to represent you and the other Class Members: Tod Aronovitz and Barbara Perez of Aronovitz Law, and Theophilos Pouloupoulos of The Schiller Kessler Group. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **How will the lawyers be paid?**

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Class Members, the GEICO COMPANIES will pay Class Counsel's fees and expenses up to the amount approved by the Court.

Class Counsel will ask the Court to approve a total collective payment to them and their firms of attorneys' fees and expenses up to Two Million Five Hundred and Thirty-Two Thousand Dollars (\$2,532,000). Class Counsel will also ask the Court to approve payment to the Class Representatives up to a collective sum of Twelve Thousand Dollars (\$12,000), with an anticipated award of Six Thousand Dollars (\$6,000) for each of the Class Representatives, for the time and effort incurred as named Plaintiffs and Class Representatives in connection with the Lawsuit.

The attorneys' fees, expenses, and Class Representatives compensation awards will be separate and apart from any Settlement Relief that may be payable to the Settlement Class Members under the terms of this Settlement Agreement, and will not reduce or otherwise affect the amount of Settlement Relief payable to the Settlement Class Members.

The GEICO COMPANIES have agreed not to oppose these requests. The fees and payments would pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the Settlement and monitoring your rights during approval and administration of the Settlement. The Court may award less than the amounts requested.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want Settlement Relief from this Settlement, but you want to keep the right to sue the GEICO COMPANIES, on your own, about the legal issues released and dismissed by this Settlement, then you must take steps to get out of the Lawsuit. This is called excluding yourself -- or is also sometimes referred to as "opting out" of the Settlement Class.

### **How do I get out of the Settlement?**

To exclude yourself from the Settlement Class, you must make your request in writing. Your Opt-Out exclusion request must identify and include: (1) the litigation as *Haskin Chiropractic v. GEICO*, Case. 17-cv-62462-CMA- BSS; (2) the Settlement Class Member's name, (3) the Settlement Class Member's Tax I.D. Number (if an entity) or last four digits of his or her Social Security Number (if a natural person), (4) the Settlement Class Member's address, (5) the specific claim(s) that the Settlement Class Member seeks to exclude from the Settlement, identified by applicable claim number(s), (6) a clear expression of the Settlement Class Member's desire to Opt-Out or be excluded from the Settlement Class with substantially the following statement: "I request to be excluded from the Settlement in the *Haskin Chiropractic v. GEICO* action, and (7) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory. A separate Opt- Out exclusion request must be submitted by each natural person or entity requesting exclusion from the Settlement. Opt-Out exclusion requests may not be submitted on behalf of a group, class, or sub-class.

If the Opt-Out exclusion request is submitted by a lawyer or someone other than the actual Settlement Class Member, or an officer or authorized employee of the Settlement Class Member, then the third party signor (e.g., attorney, billing agent, or other third party) must include the following attestation on the Opt-Out exclusion request:

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“I certify and attest to the Court that the Settlement Class Member on whose behalf this Opt-Out exclusion request is submitted, has been provided a copy of and has read the Class Notice and thereafter specifically requested to be excluded from this Settlement Class. The Undersigned attests under penalty of perjury that at the time of this submission, I am authorized to represent the Settlement Class Member upon whose behalf I am submitting this exclusion request in this matter, and I have confirmed that no other representative counsel or agent will be submitting a Settlement Claim Form or submitting an Opt-Out on behalf of the Settlement Class Member. I further attest under penalty of perjury that I have actually advised the Settlement Class Member of the material terms of the Settlement, including the monetary terms of the Settlement and a comparison of recovery based on the monetary terms of the Settlement and what that proposed Settlement Class Member could expect without Settlement and that, after a full consultation, the Settlement Class Member still desires to Opt-Out of the Settlement.”

If the Opt-Out exclusion does not comply with this section, it is not valid. The GEICO COMPANIES shall be entitled to rely on the Tax Identification or Social Security Number provided on the Opt-Out exclusion request in identifying which persons or entities requested exclusion from the Settlement Class.

**Your written Opt-Out exclusion request must be sent by First-Class Mail, postage prepaid, and postmarked no later than March 16, 2020 and must be addressed to the Claims Administrator at: GEICO Insurance PIP Settlement Administrator – 6789, PO BOX 44, MINNEAPOLIS MN 55440-0044.**

Within fifteen (15) business days of the postmark date on the Opt-Out exclusion request, the GEICO COMPANIES may object that a timely submitted Opt-Out exclusion request fails to conform with the requirements approved by the Court, and therefore is invalid. The GEICO COMPANIES’ objection shall specify the basis of the asserted non-compliance and shall be made in writing to Class Counsel and the Settlement Class Member that has submitted the Opt-Out exclusion request. An Opt-Out exclusion request that has been objected to by the GEICO COMPANIES shall not be deemed valid or effective until it is cured, resolved among the interested parties, or adjudicated by the Court at the Fairness Hearing or another duly set hearing. Untimely Opt-Out exclusion requests shall be invalid unless and until expressly accepted as valid by the GEICO COMPANIES or the Court.

**If you do not comply with these procedures within the deadline for requesting exclusion set forth above, you will lose any opportunity to exclude yourself from the Settlement Class and your rights will be determined by the Settlement Agreement and the Court’s orders.**

**If I exclude myself, can I get money from the Settlement?**

No. If you ask to be excluded, you will not be eligible for any Settlement Relief, and you cannot object to the settlement. You will not be legally bound by the Settlement or anything that happens in this Lawsuit.

**If I don’t exclude myself, may I sue for the same thing later?**

No. If you do not exclude yourself, you will give up the right to bring or continue claims or lawsuits resolved by this Settlement. If you have a pending lawsuit against the GEICO COMPANIES, you should speak to your lawyer in that case immediately about this Notice.

**OBJECTING TO THE SETTLEMENT**

**How do I object to the Settlement?**

You may remain a member of the Settlement Class and object to the Settlement. If you do not exclude yourself from the Settlement Class, you may object to any aspect of the proposed Settlement, including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the representation by the Class Representatives or by Class Counsel, the request of Class Counsel for fees and expenses or the payments to the Class Representatives.

To object, you must submit a writing containing the following: (i) a prominent identifying reference to the Lawsuit as follows “The GEICO COMPANIES PIP Settlement – Case No. 17-cv-62462-CMA,” (ii) the name and address of the objector; (iii) the objector’s Tax I.D. Number (if an entity) or last four digits of his or her Social Security Number (if a natural person); (iv) a statement of each objection being made; (v) a statement indicating whether the objector intends to appear at the Fairness Hearing; (vi) a list of witnesses whom the objector may call by live testimony and copies of any documents or papers that the objector plans to submit; and (vii) if available, the GEICO COMPANIES’ policy and/or claim number(s) affected by the Settlement.

**Written objections must be filed with the Court and served upon Class Counsel and the GEICO COMPANIES’ counsel at the three addresses set forth below postmarked by no later than March 16, 2020. In no event may any objection be filed or served less than five (5) business days prior to the Fairness Hearing, as described in this Notice.**

Address For Filing With Court

Clerk of the U.S. District Court  
400 N. Miami Avenue  
Miami, FL 33128

Class Counsel

Tod Aronovitz, Esquire  
Aronovitz Law  
2 South Biscayne Boulevard  
Suite 3700  
Miami, Florida 33131

Counsel for the GEICO COMPANIES

John P. Marino, Esquire  
Smith Gambrell & Russell, L.L.P.  
50 N. Laura Street, Suite 2600  
Jacksonville, FL 32202

**If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing or to otherwise contest the approval of the proposed Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement.**

**What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class, and you will be bound as a Class Member if the Court approves the Settlement despite any objections. Excluding yourself from the Settlement Class means that the Settlement no longer applies to you, so you cannot receive Settlement Relief or object to the Settlement.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing (the "Fairness Hearing") to decide whether to finally approve the Settlement. You may attend, but you do not have to attend.

**When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Fairness Hearing at 9:00 a.m. on May 15, 2020, at the United States District Court for the Southern District of Florida, 400 N. Miami Avenue, Miami, FL 33128, Room 12-2. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described in this Notice may appear and be heard by the Court. The Court may also decide how much to award Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

**Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you sent a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend or appear for you in the case, but it is not necessary.

**May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing if you have timely and properly submitted an objection to the Settlement. To request permission to speak, you must notify the Court and Parties by filing and serving a written Notice of Intent to Appear. The writing must contain: (i) a prominent identifying reference to the Lawsuit as follows "The GEICO COMPANIES PIP Settlement – Case No. 17-cv-62462-CMA," and "Notice of Intent to Appear;" (ii) the Settlement Class Member's full legal name and any aliases; (iii) the Settlement Class Member's Tax I.D. Number (if an entity) or last four digits of his or her Social Security Number (if a natural person), address, and telephone number; (iv) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory; and (v) if counsel will appear on the Settlement Class Member's behalf, the counsel's full name, address, telephone number, and bar number.

**Your Notice of Intent to Appear must be filed with the Court and served on Class Counsel and the GEICO COMPANIES' counsel at the three addresses set forth above in this Notice for objecting to the settlement no later than May 1, 2020. In no event may any Notice of Intent to Appear be filed or served less than five (5) business days prior to the Fairness Hearing.**

If you do not comply with these procedures, including the deadline for submitting a Notice of Intent to Appear, you will not be permitted to appear at the Fairness Hearing, except for good cause shown. The right to object to the proposed Settlement or to intervene must be exercised individually by a Settlement Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that such objections and motions to intervene may be submitted by a Settlement Class Member's individual legally authorized representative. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement Class.

**WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will get no money from the Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties concerning the Released Claims as set forth in the Release attached to this Notice as Appendix A, ever again.



## TAX CONSEQUENCES

The Settlement Relief described above could have tax consequences for you. Those tax consequences may vary, depending upon your individual circumstances. You should consult your own tax advisor regarding any tax consequences of the Settlement, including any payments or benefits provided under the Settlement, and any tax reporting obligations you may have with respect thereto. The Parties make no representations, and assume no responsibility, with respect to any tax consequences that may occur.

## GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement, but does not purport to be a comprehensive description of the Lawsuit, the allegations related thereto, or the terms of the Settlement Agreement. To the extent, if any, that this Notice is inconsistent with the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. More details are in the Settlement Agreement, which is on file and may be reviewed at the Court or can be viewed at [www.flpipdeductiblesettlement.com](http://www.flpipdeductiblesettlement.com), together with other information about the Settlement. You can also write to the GEICO Insurance PIP Settlement Administrator - 6789, PO BOX 44, MINNEAPOLIS MN 55440-0044, or phone (866) 944-5041, or email at [info@flpipdeductiblesettlement.com](mailto:info@flpipdeductiblesettlement.com).

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE GEICO COMPANIES FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT. ALL INQUIRIES SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR AS INDICATED ABOVE.**

**HONORABLE CECILIA M. ALTONAGA  
U.S. DISTRICT COURT JUDGE**

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## APPENDIX A

### RELEASE

Except where otherwise indicated, all capitalized terms in this Release shall have the meaning set forth in the Notice to which this Release is attached and incorporated as Appendix "A."

Upon the Effective Date, Plaintiffs and all other Settlement Class Members who have not been recognized by the Court as excluded from the Settlement Class, hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.

"Releasing Parties" means Plaintiffs, and each and every Settlement Class Member who has not been recognized by the Court as excluded from the Settlement Class, on behalf of themselves and each of their respective heirs, trustees, executors, administrators, representatives, fiduciaries, principals, beneficiaries, assigns, agents, attorneys, partners, successors and predecessors-in-interest and/or anyone claiming through them or acting or purporting to act for them or on their behalf, with respect to the claims raised in the Lawsuit.

"Released Parties" means (a) the GEICO COMPANIES; (b) the GEICO COMPANIES' past, present, and future direct and indirect owners, investors, parents, subsidiaries, and other corporate affiliates; (c) the GEICO COMPANIES' successors and predecessors and their past, present, and future direct and indirect owners, investors, parents, subsidiaries, vendors, and other corporate affiliates; and (d) the GEICO COMPANIES' insureds, with respect to the claims raised in the Lawsuit, and each of their respective present and former officers, directors, employees, insurers, insureds, attorneys, predecessors, successors, assigns, and/or anyone acting or purporting to act for them or on their behalf.

"Released Claims" means any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, alleged or unalleged, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against the Released Parties arising from the Released Parties' calculation and payment of No-Fault Coverage for medical services under insurance policies where the GEICO COMPANIES applied a PIP deductible. Released Claims, as applied to the GEICO COMPANIES' insureds, shall extend to any claim or liability to pay any of the amounts reduced by the GEICO COMPANIES and released above. Released Claims specifically includes the insured's own deductible obligation or co-payment obligations.

Nothing in this release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the dispute resolution processes detailed therein.

GEICO Insurance PIP Settlement Administrator - 6789  
PO BOX 44  
Minneapolis MN 55440-0044

FOR OFFICIAL USE ONLY  
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**Legal Notice of Proposed Class Action Settlement and Fairness Hearing**  
[Concerning Calculation of Charges and Payments for medical services]  
Regarding medical services provided to Insureds of the GEICO COMPANIES

[Redacted] 12476

[Redacted]



**CLAIM FORM & INSTRUCTIONS**

To be eligible to receive Settlement Relief, you must complete and timely submit this Settlement Claim Form, providing the information requested and signing in the space below. The Class Notice describes the settlement and the available Settlement Relief, and all capitalized terms in the Class Notice have the same meaning in this Settlement Claim Form.

You are only required to submit one Settlement Claim Form per patient/insured arising from an auto accident. Your submission will automatically include all your charges for that patient under that PIP or Med Pay claim. Separate Settlement Claim Forms must be submitted for each patient/insured. So if you treated six people and submitted claims to one of the GEICO Companies, you will have to submit six separate forms. You can make a copy of this form and just submit additional Claim Forms which include the Patient Name and Insurance Claims Number (if available) for each additional person that you treated.

**Your completed Settlement Claim Form(s) must be sent by First-Class Mail, postage prepaid, addressed to: GEICO Insurance PIP Settlement Administrator, PO BOX 44, MINNEAPOLIS MN 55440-0044. Your completed Settlement Claim Form(s) must be postmarked no later than April 7, 2020. OR**

**You can submit your Settlement Claim Form(s) online directly through the Claims Administrator website by going on [www.flipdeductiblesettlement.com](http://www.flipdeductiblesettlement.com) and following the directions for submitting claims. If you submit claims through the website you do not have to mail in your Settlement Claim Form(s).**

**YOU ARE REQUIRED TO PROVIDE THE INFORMATION BELOW AND TO SIGN AND DATE THIS SETTLEMENT CLAIM FORM. PLEASE TYPE OR PRINT LEGIBLY.**

Class Member Name and Tax Identification Number (if entity) (legal name and any names under which business is done):

Name: \_\_\_\_\_

Tax Identification Number (full number) or Social Security Number (last 4 digits): \_\_\_\_\_

Authorized Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

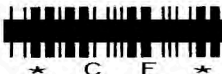
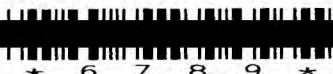
Phone Number (at which we may reach you if we have questions): ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Name of Patient/Insured: \_\_\_\_\_

Insurance Claim Number/ insured's policy number (if readily available): \_\_\_\_\_

State whether a PIP deductible was collected from the GEICO Companies' insured or another source and, to the extent that a deductible was collected, the source and amount of the deductible collected:

\_\_\_\_\_



**The undersigned attests and affirms that the following statements and any information provided in this Settlement Claim Form are true and correct:**

- The undersigned has reviewed the Notice of Proposed Class Action Settlement and Fairness Hearing, and reasonably believes that he or she, or the person or entity on whose behalf he or she is acting, is a Settlement Class Member entitled to relief under the proposed settlement;
- The Settlement Class Member received and holds an assignment of benefits and has the legal right to receive PIP or other no-fault benefits under the subject insurance claim;
- No rights or claims asserted by this claim form have been discharged, settled, released;
- No rights or claims asserted by this claim form have been sold and/or assigned;
- The Settlement Class Member has submitted with this Claim Form copies of the available documents, if any, relating to the subject insurance claim;
- The Settlement Class Member has not received payment from another source for the medical services for which a settlement payment is sought (e.g., Medicare or a Medicare Advantage Organization), or if such a payment has been received it will be promptly reimbursed to the other payment source; and
- The Settlement Class Member agrees to cooperate in providing additional information as needed.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_