

OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT

**FROM THE THIRTEENTH JUDICIAL CIRCUIT COURT
HILLSBOROUGH COUNTY, FLORIDA**

Pontillo v. Florida Health Sciences Center, Inc., d/b/a Tampa General Hospital - Case No.: 22-CA-000099

This Notice is sent pursuant to Court Order. This is not a solicitation from a lawyer.

You have been identified as someone who may have a claim regarding alleged hospital overcharges and may be eligible for a monetary payment in a class action settlement.

BASIC INFORMATION

You are receiving this Notice of Class Action Settlement because you have been identified as a person who received from Florida Health Science Center d/b/a Tampa General Hospital or its affiliated entities (collectively referred to herein as “the Hospital”) medical services that were covered, in part, by an automobile personal injury protection (“PIP”) insurance policy. As such, you have been identified as a potential member of the Settlement Class in this class action lawsuit, as more fully defined below.

This Notice explains what the class action lawsuit is about, describes the proposed Settlement, and tells you what to do if you want to: (a) participate in the Settlement, (b) object to the Settlement; or (c) not participate in the Settlement and instead “opt out” or exclude yourself from the class action.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON’T ACT. PLEASE READ THIS NOTICE CAREFULLY AND GET MORE INFORMATION IF YOU NEED IT. THIS NOTICE WILL TELL YOU HOW TO GET THAT INFORMATION.

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BASIC INFORMATION

1. WHY WAS THIS NOTICE SENT TO ME?

This Notice was sent to you because the Hospital's records indicate that you received medical services from the Hospital that were covered, in part, by automobile personal injury protection ("PIP") insurance and were charged and/or paid for services without the statutory discount provided to you by Section 627.736, Florida Statutes ("Discount Amount") between January 5, 2017, and October 31, 2022 (the "Class Period"). As such, you are a member of the Monetary Relief Settlement Class, as further defined below, whose rights will be affected by a proposed Settlement that has been reached in this class action lawsuit.

The Court ordered this Notice to be sent to you because you have a right to know about the proposed Settlement, and your rights and options before the Court decides whether to approve the proposed Settlement.

If the Court approves the proposed Settlement, and you do not opt-out of the class action, then: (a) if you paid the Hospital in excess of the Discount Amount, you will receive a payment in the form of a check issued from a Settlement Administrator approved by the Court; or (b) if you did not pay the Hospital, but were charged in excess of the Discount Amount, all amounts in excess of the Discount Amount will be waived and written off your account. However, no check or credit will be made until any and all objections or appeals are resolved.

2. WHAT IS THIS NOTICE?

This Notice is sent to all Monetary Relief Settlement Class Members like you. The Notice explains the lawsuit, the proposed Settlement, your legal rights, what benefits you will receive under the Settlement, and how to get more information if you have any questions.

The Court in charge of this case is the Thirteenth Judicial Circuit Court, Hillsborough County, Florida, and the case is known as *Pontillo v. Florida Health Sciences Center, Inc., d/b/a Tampa General Hospital - Case No.: 22-CA-000099, Div. I*. The case is brought by the "Named Plaintiff" (or "Plaintiff"), Kelly Pontillo, against the Hospital.

3. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit involves the manner in which the Hospital bills patients who are covered, at least in part, by PIP insurance. The Plaintiff contends that when the Hospital bills patients covered by PIP insurance, it is required to apply the Discount Amount to those patients. The Plaintiff contends that in some instances, the Hospital billed patients in excess of the Discount Amounts. The Plaintiff brought claims on behalf of herself and all persons in the Monetary Relief Settlement Class (as defined below in Answer #5). The Hospital expressly denies the Plaintiff's allegations and any wrongdoing and asserts that its actions and billing practices are correct and legal. There has been no court decision on the merits of this case and no finding that the Hospital committed any wrongdoing.

4. WHY IS THERE A SETTLEMENT?

Both sides have agreed to a Settlement to avoid the time, costs, and risks of a trial, and so that the Monetary Relief Settlement Class Members can promptly receive benefits in exchange for releasing the Hospital from potential liability. In addition, the Prospective Relief described below will govern how the Hospital bills patients whose treatment is partially covered by PIP insurance in the future.

SETTLEMENT CLASS MEMBERSHIP

5. **WHO IS A SETTLEMENT CLASS MEMBER?**

The Settlement creates two classes: a Monetary Relief Settlement Class and a Prospective Relief Settlement Class. You have been identified as a Monetary Relief Settlement Class Member. The “Monetary Relief Settlement Class” is defined to include each person who at any time during the Class Period:

- (a) received services or care from the Hospital and the charges for services or care were covered and paid, in part, by PIP insurance governed by section 627.736, Florida Statutes (“Services or Care”);
- (b) paid or have agreed to be financially responsible to the Hospital for charges for those Services or Care;
- (c) the Hospital owns the right to collect charges for the Services or Care provided to the person; and
- (d) the Hospital billed the person in excess of the reduction contemplated by section 627.736, Florida Statutes (“Discount Amount”).

But excluded from the foregoing group are any claims of such persons who, prior to the Opt-Out Deadline: (a) have been fully resolved through litigation, release, or Settlement; and/or (b) are the subject of any pending litigation against the Hospital.

The “Class Period” is the time period that began on January 5, 2017 and ended on October 31, 2022.

THE SETTLEMENT TERMS AND BENEFITS

6. **WHAT ARE THE TERMS OF THE SETTLEMENT?**

If you paid the Hospital in excess of the Discount Amount you are a Monetary Relief Settlement Class Member. The Hospital has agreed to provide a settlement payment to Monetary Relief Settlement Class Members in the form of a check issued from a Settlement Administrator approved by the Court. Alternatively, if you did not pay, but were charged in excess of the Discount Amount, the Hospital has agreed that all amounts in excess of the Discount Amount will be waived and written off your account.

For those Monetary Relief Settlement Class Members who paid the Hospital, the amount of the settlement payment (*i.e.*, the “Settlement Amount Due”) is calculated as follows: the difference between what the Monetary Relief Settlement Class Member paid, and the total of the Hospital billed charges that were in excess of the Discount Amount.

For those Class Members who were charged, but did not pay the Hospital, all amounts that the Hospital billed in excess of the Discount Amount shall be waived and written off by the Hospital, and the Hospital shall refrain from any and all efforts to bill or collect such amounts from such Class Members. However:

- a. The Hospital’s agreement not to attempt to collect or seek recovery set forth above applies only to such amounts still held by the Hospital and specifically excludes any debt during the relevant time period that was sold;
- b. The Hospital may still collect from Class Members receivables active on its books at the time of execution of the Agreement, but must do so in accordance with the Prospective Relief Class Consideration described in this Notice;

- c. The Hospital may still collect monies owed to it for Services or Care provided to a Monetary Relief Class Member that are payable from third party liability settlements, but must do so in accordance with the Prospective Relief Class Consideration described in this Notice; and
- d. The Hospital may still collect monies from any secondary payer or other payment source other than a Class Member in accordance with the PIP statute and any statutory or contractual secondary-payer adjustments.

In exchange for this, all Monetary Relief Settlement Class Members will be deemed to have released all claims that Monetary Relief Settlement Class Members have had or now have, which were or could have been raised in this Class Action related to alleged charges in excess of the amounts allowed by Section 627.736, Florida Statutes, including, but not limited to, conduct, policies, or practices concerning the billing or collection of the same.

As part of the Settlement, the Hospital does not admit liability or wrongdoing of any kind.

Nonetheless, along with Monetary Relief to Monetary Relief Settlement Class Members, the Settlement also provides relief to Prospective Relief Class Members, who consist of all persons eligible for Florida PIP insurance coverage under Section 627.736, Florida Statutes, for whom the Hospital provides services or care covered in whole or in part by PIP insurance. The Settlement contemplates that once PIP insurance makes a payment for medical services or care, going forward, the Hospital will not bill or attempt to collect from the Prospective Relief Class Members any amount in excess of the maximum reimbursement limits set forth in Section 627.736(5)(a)1, Florida Statutes, for medical services until the PIP insurance limits exhaust. An example of how this will be calculated is set forth in the Settlement Agreement, which you may read at the following website: www.FHSCsettlement.com

If, in the future, Section 627.736(5)(a)4 is amended or repealed, the Hospital shall only be obligated to comply with the version of the law that is in effect at the time that the Hospital renders medical services to a patient whose medical expenses are covered by PIP insurance.

7. HOW DO I RECEIVE A SETTLEMENT CHECK OR CREDIT?

To receive a settlement payment by check you must be a Monetary Relief Settlement Class Member who made a payment to the Hospital in excess of the Discount Amount. To receive a waiver of debt, you must be a Monetary Relief Settlement Class Member who was charged by the Hospital in excess of the Discount Amount but have not paid that excess amount. All payments and waivers will be reviewed by the Settlement Administrator to confirm their accuracy and will be sent to the Monetary Relief Settlement Class Member's last known address based on the contact information available to the Hospital. Therefore, if your address changes before you receive your settlement payment, you need to contact the Settlement Administrator by email at info@FHSCsettlement.com or by U.S. mail Settlement Administrator, P.O. Box 23668, Jacksonville, FL 32241-3668.

All checks remitted to Monetary Relief Settlement Class Members that are not negotiated within ninety (90) days after the date of issuance shall be cancelled and such Monetary Relief Settlement Class Member will be deemed to have waived any right to payment of the Settlement Amount Due after that ninety (90) day period expires. Such funds shall instead be paid to charitable organizations.

8. WHEN WOULD I RECEIVE MY SETTLEMENT CHECK OR WAIVER?

The Court will hold a hearing on Tuesday, April 4, 2023, at 3:30 PM to determine whether to approve the Settlement. If the Court approves the Settlement, there may be appeals after that. If so, there is no way to predict how long it will take to resolve any appeals. If you are to receive a waiver, you will receive written

notification of your waiver within thirty (30) days after the date the Settlement becomes final and effective, *i.e.*, after all appeals, if taken, are finally resolved. If you are to be paid by check, you will receive your Settlement Amount Due within thirty (30) days after the date the Settlement becomes final and effective, *i.e.*, after all appeals, if taken, are finally resolved.

9. WHAT AM I GIVING UP TO BE PART OF THE SETTLEMENT CLASS?

If you are a Monetary Relief Settlement Class Member and you do not exclude yourself, then you cannot sue, continue to sue, or be part of any other lawsuit against the Hospital about the manner in which the Hospital charges patients who are covered by PIP insurance for medical services or any other issues that were or could have been raised in this case relating to such charges. It also means that all of the Court's orders concerning the Settlement Classes will apply to you and legally bind you, including the Release described in detail in Section 11 of the Settlement Agreement. You may review and obtain a copy of the Settlement Agreement at www.FHSCsettlement.com and you are strongly encouraged to review it and the Release therein. If you are part of the Monetary Relief Settlement Class, you may not start a new lawsuit against the Hospital or any of the Released Parties about the legal issues that were, or could have been, raised in this case concerning these charges, ever again.

10. WHAT HAPPENS IF I DO NOTHING?

If you do nothing as a Monetary Relief Settlement Class Member, you will receive payment of the Settlement Amount Due by check and/or a waiver of your debt as described in Answer #7 above.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. HOW DO I GET OUT OF THE SETTLEMENT?

Because you are receiving this Notice, you have already been determined to be a member of the Monetary Relief Settlement Class. However, you can exclude yourself, or "opt out" of this Settlement Class, if you do not wish to participate. This means you will receive no payment or credit as part of this Settlement.

You cannot ask to be excluded over the phone, by email, or by the internet. To exclude yourself, you must mail a written request for exclusion to the Settlement Administrator that includes: (1) a statement requesting exclusion from the proposed Settlement, such as "I hereby request that I be excluded from the proposed Settlement Class in the Pontillo Class Action"; (2) your name, your address, and the case name (*Pontillo v. Florida Health Sciences Center, Inc., Case No.: 22-CA-000099, Div. I* (13th Judicial Circuit, Hillsborough County, Florida)); and (3) your original (ink) signature. Your written request for exclusion must be post-marked no later than February 6, 2023, and mailed to the Pontillo Class Action Settlement, c/o Settlement Administrator, P.O. Box 23668, Jacksonville, FL 32241-3668. The request for exclusion can only cover one single member of the Monetary Relief Settlement Class. You may not seek to "opt out" of the Settlement on behalf of other members of the Monetary Relief Settlement Class.

12. WHAT IF I DO NOT OPT OUT OF THE SETTLEMENT?

Any Monetary Relief Settlement Class Member who does not opt out of the Settlement in the manner and by the deadlines described above shall be part of the Monetary Relief Settlement Class, shall be bound by the Settlement (if it is approved by the Court) and all Orders and proceedings in this action, and shall give up the right to sue any of the Released Parties for the claims that are released by the Settlement. If you desire to opt out, you must take timely affirmative written action even if you have filed a separate action against or are a putative class member in any class action against, any of the Released Parties asserting any of the Released Claims as described in Section 11 of the Settlement Agreement. If you have a pending lawsuit against the Hospital for a disputed charge, please contact your attorney in that lawsuit immediately. Remember, the exclusion deadline is February 6, 2023.

13. IF I EXCLUDE MYSELF, CAN I OBJECT TO THE SETTLEMENT OR RECEIVE MONEY OR A CREDIT FROM THE SETTLEMENT?

No. If you are a Monetary Relief Settlement Class Member and exclude yourself, then you cannot object to the Settlement, have no right to participate in this Settlement, and will not receive any payment under the Settlement.

OBJECTING TO THE SETTLEMENT

14. HOW CAN I OBJECT TO THE SETTLEMENT?

If you do not exclude yourself from, or opt out of, the Settlement, you (or your attorney) may object to or comment on all or part of the proposed Settlement. To do so, you (or your attorney on your behalf) must submit a valid and timely objection.

To be valid, your objection must be in writing, personally signed by you, and must include: (a) the case name and number; (b) your name, address, telephone number, and, if represented by an attorney, their contact information; (c) the factual and legal basis for your objection; and (d) a statement of whether you intend to appear at the Final Approval Hearing. If you object and are represented by an attorney, your attorney must enter an appearance with the Court.

To be timely, your objection must be filed with and received by the Clerk of Court, with copies mailed to all of the parties identified below, postmarked no later than February 6, 2023.

CLERK OF COURT	CLASS COUNSEL	COUNSEL FOR THE HOSPITAL
Clerk of Court Thirteenth Judicial Circuit Court George Edgecomb Courthouse 800 E. Twiggs Street Tampa, Florida 33602	Craig E. Rothburd, Esq. CRAIG E. ROTHBURD, P.A. 320 W. Kennedy Blvd., Suite 700 Tampa, Florida 33606-1459 and Scott R. Jeeves, Esq. JEEVES LAW GROUP, P.A. 2132 Central Avenue St. Petersburg, Florida 33712 Casim Adam Neff, Esq. NEFF INSURANCE LAW, PLLC 4051 27th Avenue North St. Petersburg, Florida 33713	Simon Gaugush, Esq. Austin M. Eason, Esq. CARLTON FIELDS, P.A 4221 West Boy Scout Blvd., Suite 1000 Tampa, Florida 33607

THE LAWYERS REPRESENTING YOU

15. DO I HAVE AN ATTORNEY IN THIS CASE?

The Court has appointed the following attorneys to represent you and all other Settlement Class Members. Together, these attorneys are called “Class Counsel.”

Craig E. Rothburd, Esq. Dylan Thatcher, Esq. CRAIG E. ROTHBURD, P.A. 320 W. Kennedy Blvd., Suite 700 Tampa, FL 33606-1459 Telephone: (813) 251-8800 Email: craig@rothburdpa.com dylan@rothburdpa.com	Scott R. Jeeves, Esq. Kyle Woodford, Esq. JEEVES LAW GROUP, P.A. 2132 Central Avenue St. Petersburg, FL 33712 Telephone: (727) 894-2929 Email: sjeeves@jeeveslawgroup.com kwoodford@jeeveslawgroup.com	Casim Adam Neff, Esq. NEFF INSURANCE LAW, PLLC 4051 27th Avenue North St. Petersburg, FL 33713 Telephone: (727) 342-0617 Email: cneff@neffinsurancelaw.com
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You will not be charged for these attorneys. If you want to be represented by your own attorney, you may hire one at your own expense.

16. HOW WILL THE CLASS COUNSEL ATTORNEYS BE PAID?

Class Counsel will ask the Court for attorneys’ fees and expenses up to \$301,000.00, and a class representative service award of \$5,000.00 paid to named-plaintiff Kelly Pontillo for her time and effort undertaken on behalf of the class in this action. The Court may award less than these amounts.

The Hospital will separately pay the attorneys’ fees and expenses, and the class representative service fee that the Court awards, up to maximums of \$301,000.00 in fees and expenses and \$5,000.00 to named-plaintiff Kelly Pontillo for her service as class representative. These amounts will not reduce the amount of any settlement payments to Monetary Relief Settlement Class Members made by check or the waiver of debt. The Hospital agreed not to oppose the application by Class Counsel for attorneys’ fees and expenses up to \$301,000.00 or the class representative service award of up to \$5,000.00 to named-plaintiff Kelly Pontillo.

THE COURT’S FINAL APPROVAL HEARING

17. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing before the Honorable Paul L. Huey, Circuit Court Judge, at 3:30 p.m. on April 4, 2023, via Zoom Meeting ID at <https://zoom.us/j/7196320493>. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid and timely objections, the Court will consider them. The Court will listen to people who have properly asked to speak at the hearing beforehand, and in writing. After the hearing, the Court will decide whether to approve the Settlement. It is uncertain how long it may take for the Court to issue its decision.

18. AS A MONETARY RELIEF SETTLEMENT CLASS MEMBER, MAY I SPEAK AT THE HEARING?

You cannot speak at the hearing if you have excluded yourself from the Monetary Relief Settlement Class. However, if you are part of the Monetary Relief Settlement Class, you may ask the Court for permission for you or your attorney to speak at the Final Approval Hearing. To do so, you must file with the Clerk of Court and serve on all counsel for the parties (at the addresses identified above in Answer #14) a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include

the case name and number; your name, address, telephone number, and signature, and, if represented by an attorney, their contact information; identify the name, address, email address, and telephone number of each witness; and copies of any papers, exhibits, or other evidence that you intend to present to the Court in connection with the Final Approval Hearing. The notice of intention to appear must be filed with and received by the Clerk of Court and served on all counsel no later than February 6, 2023.

If you do not file a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Settlement Agreement and this Notice, you will not be entitled to appear at the Final Approval Hearing to raise any objections. If you are represented by an attorney and wish for your attorney to speak on your behalf during the Final Approval Hearing, your attorney must enter an appearance with the Court.

GETTING MORE INFORMATION

19. WHERE CAN I GET MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the lawsuit. Copies of the Settlement Agreement and the applicable Court orders concerning the Settlement can be obtained and reviewed at www.FHSCsettlement.com. To the extent, if any, that this Notice is inconsistent with the Settlement Agreement or the Court's orders, the terms and conditions of the Settlement Agreement and the Court's orders shall control.

You may also obtain additional information by contacting the Class Administrator at 1-800-687-0139 or by contacting Class Counsel, as identified above.

**PLEASE DO NOT CONTACT
THE COURT OR THE JUDGE REGARDING THIS NOTICE.**