

**IN THE CIRCUIT COURT FOR THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY,
FLORIDA - CIRCUIT CIVIL DIVISION**

KELLY PONTILLO, Individually, and
on behalf of all similarly situated,

Plaintiff,

Case No.: 22-CA-000099

v.

Division: I

FLORIDA HEALTH SCIENCES CENTER, INC.
d/b/a TAMPA GENERAL HOSPITAL,

Defendant.

_____ /

NOTICE OF FILING
THE PARTIES' SETTLEMENT AGREEMENT WITH EXHIBITS

COME NOW, the Plaintiff, **KELLY PONTILLO**, by and through her undersigned attorneys, and hereby files the attached fully executed *Settlement Agreement with Exhibits* in the above referenced case.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY on this **8th day of November 2022**, pursuant to Florida Rules of Judicial Administration, Rule 2.516, I electronically filed the foregoing with the Clerk of Court by using the Florida Court Eportal System that will send a notice of electronic filing to:

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**IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
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_____ /

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Agreement**”) is entered into by Plaintiff Kelly Pontillo, individually and on behalf of all Class Members (as defined below), and Defendant Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital (“**FHSC**”), contingent upon the approval of the Court.

1. **DEFINITIONS.** As used in this Agreement, the terms set forth below shall have the following meanings:

- a. “Action” means the above-captioned lawsuit.
- b. “Affiliate” of an entity means any person or entity that controls, is controlled by, or is under common control with such entity.
- c. “Aggregate Settlement Amount” means the sum of all Settlement Amounts Due, as calculated pursuant to paragraphs 4.a and 4.d.
- d. “Aggregate Paper Check Settlement Amount” means the sum of all Settlement Amounts Due to be paid by check by the Settlement Administrator, as described in paragraph 4.l and 4.m.
- e. “Agreement” means this Settlement Agreement and Release.
- f. “Class Counsel” means Craig E. Rothburd, P.A., Jeeves Law Group, P.A.,

and/or Neff Insurance Law, PLLC.

g. “Class Data” means the data and information produced by FHSC in the Action relating to the Class Members.

h. “Class List” means the database or similar format of Class Member names and addresses provided to the Settlement Administrator by FHSC no later than 30 days after entry of the Court’s Order Granting Motion For Preliminary Approval of Class Action Settlement, Certifying Class For Settlement Purposes Only, Directing the Issuance of Class Notice, and Scheduling a Final Approval Hearing (the “Preliminary Approval Order”), unless otherwise ordered by the Court or agreed to by the Settling Parties.

i. “Class Members,” unless otherwise indicated herein, means those persons who are (1) members of the Monetary Relief Settlement Class as defined in Section 3.a of this Agreement, who have not timely excluded themselves in accordance with Section 7 of this Agreement, and (2) members of the Prospective Relief Settlement Class, as defined in Section 3.b of this Agreement. The term “putative Class Members” refers to the larger group of persons who fall within the definition of “Class Members” without regard to whether they opt out of this Settlement. The term “putative Monetary Relief Settlement Class Members” shall refer to the larger group of persons who fall within the definition of the Monetary Relief Settlement Class in Section 3 of this Agreement before the Opt-Out Deadline.

j. “Class Notice” means the Notice of Class Action Settlement as approved by the Court in its Preliminary Approval Order to be sent to putative Class Members by email, postcard, and publication. The Settling Parties’ proposed email Class Notice is attached hereto as “**Exhibit A.**” The Settling Parties’ proposed Postcard and Publication Notice is attached hereto as “**Exhibit B.**”

k. “Class Notice Date” means the date that the Class Notice is sent to putative Class Members pursuant to Section 6 of this Agreement (which shall be no later than 15 days after the Settlement Administrator receives the Class List, unless otherwise ordered by the Court or agreed to by the Settling Parties).

l. “Class Period” means the period of time beginning on January 5, 2017 and ending on October 31, 2022.

m. “Class Release” means the Class Release as defined and described in paragraph 11.a.

n. “Cy Pres Amount” means those amounts in total in the Settlement Fund attributable to Void Checks.

o. “Defendant” means FHSC.

p. “Effective Date” means the latest of the following dates: (a) the date of rendition of the Final Approval Order and Declaratory Judgment by the Court; (b) the expiration date of the time for filing a notice of appeal from the Final Approval Order and Declaratory Judgment if any timely objections are filed but no appeal is filed; or (c) if a notice of appeal is timely filed, the date on which all appellate remedies are exhausted without a reversal of the Final Approval Order and Declaratory Judgment.

q. “Final Approval Hearing” means the hearing to be requested by the Settling Parties and conducted by the Court, following appropriate notice to putative Class Members and an opportunity for putative Class Members to exclude themselves from the Settlement Classes or to object to the Settlement, at which time the Settling Parties will jointly request the Court to finally certify the Settlement Classes for settlement purposes only, to approve the fairness, reasonableness and adequacy of the terms and conditions of this Agreement and to enter a Final Approval Order and Declaratory Judgment.

r. “Final Approval Motion” means Plaintiff’s motion seeking final approval of this Settlement Agreement.

s. “Final Approval Order and Declaratory Judgment” means the final order and judgment to be entered by the Court pursuant to this Agreement and in substantially similar form as “**Exhibit E.**”

t. “Objection Deadline” means the date which is forty-five (45) days after the Class Notice Date.

u. “Opt-Out Deadline” means the date which is forty-five (45) days after the Class Notice Date.

v. “Plaintiff” means Kelly Pontillo, on behalf of herself and all others similarly situated.

w. “Preliminary Approval Date” means the date on which the Preliminary Approval Order is filed with the Clerk of the Court.

x. “Preliminary Approval Motion” means Plaintiff’s motion seeking preliminary approval of this Agreement in substantially similar form as “**Exhibit C.**”

y. “Preliminary Approval Order” means the Court’s order preliminarily approving this Agreement and preliminarily certifying the Settlement Classes for settlement purposes only, setting a date for the Final Approval Hearing, and providing for notice of the terms of this Agreement to be sent to putative Class Members, with such order to be in substantially similar form as the attached “**Exhibit D.**”

z. “Publication Notice” consists of that notice to be sent to Prospective Relief Class Members by publication as set forth in “**Exhibit B.**”

aa. “Released Claims” means all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney’s fees and costs, liens, judgments, and demands of any kind whatsoever that each Monetary Relief Class Member has had or now has, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been sought or alleged in the Action that relate, concern, arise from, or pertain in any way to the Released Parties’ conduct, policies, or practices concerning FHSC’s charges to the members of the Monetary Relief Class for Services or Care which results from any claimed violation of section 627.736, Florida Statutes, together with any other claims that were or could have been raised in the Action.

bb. “Released Parties” means, in all capacities, FHSC and any of its past or present divisions, parents, subsidiaries, predecessors, investors, parent companies, affiliates, and each and all of its respective past or present directors, officers, managers, employees, general partners, limited partners, principals, agents, brokers, distributors, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal representatives. The “Released Parties” does not include third-party health care providers or entities who provided health services at FHSC as independent contractors who separately and independently bill for their services.

cc. “Settlement Administrator” means American Legal Claim Services, LLC.

dd. “Settlement Amount Due” means the total amount payable to each Monetary Relief Class Member pursuant to paragraph 4.a.

ee. “Settlement Classes” means the group of persons defined by Section 3 of this Agreement.

ff. “Settling Parties” means the Plaintiff, on her own behalf and on behalf of all Class Members, and FHSC, collectively.

gg. “FHSC” means Defendant Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital.

hh. “Void Checks” means checks that are timely sent to Monetary Relief Class Members to pay their Settlement Amount Due, but are not negotiated within ninety (90) days after the date of issuance, and are, therefore, cancelled and void under paragraph 4.n.

2. **RECITALS.**

a. Plaintiff filed this Action on or about January 5, 2022, on behalf of herself and other patients (i) who were provided emergency medical care by FHSC (ii) covered, in part, by the patient’s personal injury protection (“PIP”) insurance policy, (iii) who entered into FHSC’s standard form Assignment of Proceeds, Authorization to Release Information and Guarantor Agreement (“Patient Agreement”), (iv) who incurred medical bills from which FHSC received

payment from the patient's PIP insurer of 80% of 75% of FHSC's usual and customary charges, up to the exhaustion of PIP insurance benefits, (v) who were subsequently billed by FHSC for the unpaid balance of the charges that were covered and paid by the PIP insurer without the statutory discount provided to the patient by Section 627.736(5)(a)1.b, Florida Statutes. Plaintiff's Complaint asserts claims against FHSC for declaratory relief under the Florida Unfair and Deceptive Trade Practices Act ("FDUPTA") and the Florida Declaratory Judgment Act (Count I), injunctive relief under FDUPTA and common law (Count II), damages under FDUPTA (Count III), breach of contract (Count IV), damages under the Florida Consumer Collection Practices Act ("FCCPA") (Count V), and injunctive relief under the FCCPA (Count VI).

b. Plaintiff has amended her complaint to revise the class definition to accord with the definitions of the Settlement Classes contained in this Agreement and to seek declaratory relief regarding FHSC's future billing practices under the PIP statute (Count VII).

c. The Settling Parties engaged in pre-class certification discovery and investigations, both formal and informal, as part of settlement negotiations. Through such negotiations, FHSC also produced the Class Data to Plaintiffs containing transaction history data for all putative Monetary Relief Class Members during the Class Period. The Settling Parties have had the opportunity to consider and analyze the Class Data for themselves prior to entering into this Agreement.

d. Plaintiff and Class Counsel have participated in extensive settlement discussions with counsel for FHSC, including mediation on June 23, 2022, June 28, 2022, and August 18, 2022, overseen by the Honorable Samuel Salario, Retired, who served as a mediator by agreement of the parties.

e. During mediation, the Settling Parties reached an agreement with respect to the material terms that subsequently formed the basis of this Agreement. As a result of the mediation and settlement process, the discovery in this case, the Settling Parties' review and evaluation of the Class Data, and subsequent negotiations between the Settling Parties with respect to the terms and conditions of this Agreement, the Settling Parties have agreed to settle this Action

according to the terms of this Agreement.

f. At all times, the Settling Parties have negotiated vigorously with each other and at arm's length. The Settling Parties have investigated the facts relating to the claims alleged in the Action and have made a thorough study of the legal principles applicable to the legal claims that have been asserted. Based upon that investigation, Class Counsel's legal evaluation, and taking into account the contested legal and factual issues involved, including an assessment of the uncertainties of litigation and the relative benefits conferred upon Class Members pursuant to this Agreement, Plaintiff and Class Counsel have concluded that this Agreement and the terms and conditions set forth herein are fair, reasonable and adequate, and in the best interests of Plaintiff and the Class Members.

g. The Settling Parties recognize that notice to Class Members of the material terms of this Agreement, as well as Court approval of the Agreement, are required to effectuate the Agreement, and that this Agreement will not become operative unless and until the Court grants final approval and the Agreement otherwise becomes effective as set forth herein.

h. FHSC has asserted, and in the absence of this Agreement would continue to assert, numerous defenses to the claims alleged in the Action, and expressly denies each of the claims asserted against it and any and all liability arising out of the conduct alleged in this Action. FHSC asserts that its billing practices are lawful and not improper in any manner and denies that either the Plaintiff or the putative Class Members suffered any cognizable injury as a result of its conduct. By entering into this Agreement, FHSC does not admit any wrongdoing, and this Agreement does not and shall not constitute or be construed as an admission of liability by it.

i. This Settlement is based upon the definition of "Settlement Class(es)" and "Class Member" set forth in this Agreement. The Parties agree that FHSC shall not be precluded from opposing class certification in further litigated proceedings in this Action if this Settlement is not finally approved, or in any other action on the basis of this Agreement if the question arises. No agreements made by or entered into by FHSC in connection with this Settlement may be used by Plaintiff, any Class Member, Class Counsel, or any other person to establish any of the elements

of class certification in any litigated or contested certification or decertification proceedings, whether in this Action or any other proceeding.

j. It is therefore agreed by and between the undersigned Settling Parties that this Action shall be settled, subject to the approval of the Court, pursuant to the terms and conditions that follow.

3. **SETTLEMENT CLASS DEFINITION, CLASS PERIOD, AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT.**

a. Monetary Relief Class Definition. The “Monetary Relief Class” is defined as each person who at any time during the Class Period:

(i) received services or care from FHSC 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”);

(ii) paid or have agreed to be financially responsible to FHSC for charges for those Services or Care; where

(iii) FHSC billed the person in excess of the reduction contemplated by section 627.736, Florida Statutes, and owns the right to collect charges for the Services or Care provided to the person.

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) is the subject of any pending litigation against FHSC.

b. Prospective Relief Class Definition. The “Prospective Relief Class” is defined as all persons eligible for Florida PIP insurance coverage under section 627.736, Florida Statutes, for whom FHSC provides Services or Care covered in whole or in part by PIP insurance.

c. Conditions of Settlement. This Agreement is expressly contingent upon the material conditions set forth below in paragraphs 3.d and 3.e, which must be satisfied in full.

d. Condition No. 1: Court Approval. The first condition is that the Court must approve this Agreement in accordance with the following steps:

i. Preliminary Approval of Proposed Settlement Class: After good faith consultation with FHSC's counsel, Class Counsel will present a Preliminary Approval Motion to the Court in the form substantially similar to "**Exhibit C.**" The Preliminary Approval Motion shall include a Class Notice, in substantially similar form as "**Exhibit A,**" a Postcard and Publication Notice, in substantially similar form as "**Exhibit B,**" and a Preliminary Approval Order, in substantially similar form as "**Exhibit D.**" FHSC may either join in the Preliminary Approval Motion or not oppose it, and in either event, shall cooperate in good faith with Plaintiff as she takes reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and to request that the Court schedule a Final Approval Hearing at the earliest reasonable date following the Preliminary Approval Date.

ii. Settlement Class Certification. In connection with the proceedings on preliminary and final approval of this Agreement and the proposed Settlement described herein, the Plaintiff shall seek orders (preliminary and final, respectively) certifying the Settlement Classes pursuant to Florida Rule of Civil Procedure 1.220 for purposes of this Settlement only. If this Agreement is not finally approved by the Court or if this Agreement is otherwise terminated or rendered null and void, the certification of the above-described Settlement Classes shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action or any other action can be or have been satisfied; in such circumstances, FHSC reserves and shall have all rights to challenge class certification in this Action and any other action on all available grounds as if no Settlement Class had been certified.

iii. Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially similar form as "**Exhibit D,**" which shall, among

other things, meet the requirements set forth under Section 8 of this Agreement, and shall not be opposed by FHSC.

iv. Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with Section 6 of this Agreement in the form attached to this Agreement as **“Exhibits A and B.”**

v. Final Approval Hearing. In connection with the Preliminary Approval Motion, the Settling Parties shall request that the Court schedule and conduct a hearing after dissemination of Class Notice, at which time it will consider whether the Agreement and the settlement described herein is fair, reasonable, and adequate pursuant to Florida Rule of Civil Procedure 1.220(e). Specifically, the Plaintiff and Class Counsel, after good faith consultation with and without opposition from counsel for FHSC, shall request that, on or after the Final Approval Hearing, the Court: (a) enter the Final Approval Order and Declaratory Judgment in substantially similar form as **“Exhibit E,”** granting final approval of this Agreement and the settlement described herein, and dismissing with prejudice this Action; (b) determine the attorneys’ fees, costs, and other expenses (including class administration expenses) that should be awarded to Class Counsel as contemplated in this Agreement; and (c) determine the class representative service award or incentive award that should be awarded to the Plaintiff as Class Representative, as contemplated by this Agreement. The Settling Parties agree to support and shall reasonably cooperate with one another in seeking entry of the Final Approval Order and Declaratory Judgment.

e. Condition No. 2: Finality of Judgment. The second condition is that the Court shall enter a Final Approval Order and Declaratory Judgment in substantially similar form

as “**Exhibit E.**” The Final Judgment must be final in accordance with this Agreement, and shall, among other things, meet the requirements set forth in Section 9 of this Agreement.

4. **PAYMENT AND CORRECTIVE ACTION.**

a. Payment to Monetary Relief Class Members. Only Monetary Relief Class Members who, during the Class Period, made a payment to FHSC shall be eligible to receive Monetary Relief Class Consideration. FHSC shall refund to each such Monetary Relief Class Member the amount the Class Member paid for Services or Care in excess of the amount set forth in the applicable schedule of maximum charges under section 627.736(5)(a)1, Florida Statutes. The calculations for determining the amount set forth in the applicable schedule of maximum charges under section 627.736(5)(a)1, Florida Statutes, are set forth in the Final Approval Order and Declaratory Judgment attached hereto as Exhibit E. For the avoidance of doubt, with respect to each Monetary Relief Class Member who received emergency services and care under section 627.736(5)(a)1.b., Florida Statutes, FHSC shall refund the amount the Class Member paid in excess of 75% of FHSC’s billed charges for those emergency services and care.

b. Monetary Relief Class Members will receive payment of the Settlement Amount Due in accordance with paragraph 4.a., unless they have outstanding amounts owed to FHSC, in which case the Settlement Amount Due shall be applied to the outstanding balance. If the Settlement Amount Due exceeds the outstanding balance, then FHSC shall pay the remainder to the Monetary Relief Class Member. The Parties agree that any uncashed checks sent to a Monetary Relief Class Member as part of this Monetary Relief Class Consideration will be given to Bay Area Legal Services as cy pres.

c. FHSC’s act of sending funds through the Class Administrator to each of the Monetary Relief Class Members as part of this Agreement, shall not be considered to be a violation

of any federal or state consumer protection statutes.

d. Write-Off Balance to Monetary Relief Class Members. With respect to each Monetary Relief Class Member who remains financially responsible for Services or Care that is characterized as charity, presumptive charity, or Aged Debt,¹ FHSC agrees not to attempt to collect or seek recovery from the Class Member of any amount for those Services or Care; provided, however, that:

- i. FHSC's agreement not to attempt to collect or seek recovery set forth above applies only to such amounts still held by FHSC and specifically excludes any debt during the relevant time period that was sold;
- ii. FHSC may still collect from Class Members receivables active on FHSC's books at the time of execution of the Agreement, but must do so in accordance with the Prospective Relief Class Consideration described below;
- iii. FHSC may still collect monies owed to FHSC for Services or Care provided to a Monetary Relief Class Member that are and payable from third party liability settlements, but must do so in accordance with the Prospective Relief Class Consideration described below; and
- iv. FHSC 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.

e. FHSC further agrees to send a corrected bill that complies with the Prospective Relief Class Consideration described below to those Monetary Relief Class Members whose receivables remain active on FHSC's books.

f. FHSC will not issue any 1099 debt forgiveness to the Monetary Relief Class Members whose debt is forgiven pursuant to this provision.

g. Dual Entitlement. Monetary Relief Class Members may receive relief in the forms set forth in 4.a. and 4.d. of this Settlement Agreement, as long as they are eligible for

¹ "Aged Debt" is defined as a debt that FHSC has determined it will not collect at the present time.

both forms of relief.

h. **Declaratory Judgments.** The Parties agree to the entry of a declaratory judgment, as an essential component of final approval of the Settlement Agreement, specifying the methodology for FHSC's balance billing after the date of entry of the Final Approval Order and Declaratory Judgment.

i. As of the Effective Date, FHSC shall not bill or attempt to collect from the Prospective Relief Class Members any amount in excess of the reimbursement limits set forth in the Declaratory Judgment, a copy of which is attached hereto as "**Exhibit E.**"

j. For purposes of this Agreement, if, in the future, Section 627.736(5)(a)4, Florida Statutes, is amended or repealed, subsection (h) and (i) of this section shall become null and void, and FHSC shall only be obligated to comply with the version of the law that is in effect at the time that FHSC renders medical services to a patient whose medical expenses are covered by PIP insurance. The Declaratory Judgment referenced in subsection i. shall explicitly state that such judgment will expire upon amendment or repeal of section 627.736(5)(a)4, Florida Statutes.

k. **Confirmatory Discovery.** FHSC agrees to provide, prior to Plaintiff filing the Preliminary Approval Motion, reasonable confirmatory discovery related to the fairness, reasonableness, and adequacy of the terms of the Agreement to Plaintiff, which shall include a reasonable data exchange between the Parties and sworn representations by FHSC that the data it provides is materially correct to the best of FHSC's knowledge. Any dispute over confirmatory discovery shall be first mediated by the Mediator, then decided by the Mediator acting as Special Master, subject to Court review.

l. **Establishment of Settlement Fund.** Within thirty-five (35) days of the Effective Date, the provision of complete wire instructions, and a W-9 for the Settlement

Administrator, FHSC shall tender the Aggregate Paper Check Settlement Amount to the Settlement Administrator, which shall be deposited by the Settlement Administrator into an interest-bearing escrow account with a federally-chartered national bank and shall be distributed as set forth in this Agreement. The portion of monetary relief to be paid to Monetary Relief Class Members by check and the Cy Pres Amount shall be paid from this Settlement Fund. In addition to the Settlement Fund, certain other monetary payments, including Class Counsel's attorneys' fees and costs, Plaintiff's service or incentive award, and the fees and expenses of the Settlement Administrator, will also be paid separately by FHSC and are addressed in Section 5 of this Agreement.

m. Payments from Settlement Fund. Within fifteen (15) business days of the date on which the Aggregate Paper Check Settlement Amount is deposited into the Settlement Fund, the Settlement Administrator shall allocate and distribute the Settlement Fund to the Monetary Relief Class Members. The payment by check will be in the amount calculated in accordance with paragraph 4.a.

n. Distribution of Settlement Payments. The Class Administrator shall allocate and timely disburse the Class Funds to Monetary Relief Class Members by check. For those Monetary Relief Class Members who are to receive a write-off, FHSC will credit each Class Member's account with a write-off of the Settlement Amount Due as calculated for that Class Member. For those payments that the Settlement Administrator will make by check, the check (and the accompanying cover letter) shall state that the check will be "VOID AFTER 90 DAYS" in the format specified in paragraph 4.p. and sent via regular mail. For purposes of this mailing, the Settlement Administrator shall use the addresses that it used to send the Class Notice, subject to appropriate updating by the Settlement Administrator prior to mailing.

o. Re-Mailing of Returned Settlement Payments. Any Settlement Payments that are returned as non-deliverable with a forwarding address shall promptly be re-mailed by the Settlement Administrator to such forwarding address. To the extent that any Settlement Payments are returned as non-deliverable without a forwarding address, the Settlement Administrator will utilize a manual address locator service to locate a new address, which cost will be borne by FHSC, and the Settlement Administrator will resend a new check to said Class Member. If following the manual address locator service, the Settlement Payment is returned as non-deliverable without a forwarding address, the Settlement Administrator shall not be required to take any additional steps to locate valid address information for the intended recipients of such Settlement Payments. Nothing in this paragraph shall alter, amend, or abridge the ninety (90) day period described in paragraphs 4.p.

p. Period to Accept Payment By Check, Handling of Unclaimed Funds & Cy Pres Amount. Monetary Relief Class Members shall have ninety (90) days from the date of issuance of their check to cash the check. Checks remitted to Monetary Relief Class Members (and the accompanying cover letter) shall state “VOID AFTER 90 DAYS” which shall be printed in bold and in a font size that is larger than all other font sizes used on the check and cover letter, respectively. To the extent any checks, for any reason, are not negotiated within ninety (90) days after the date of issuance, such checks shall be cancelled and deemed Void Checks. Neither the Settlement Administrator nor FHSC shall have any further obligation to continue efforts to distribute any payment for any Settlement Amounts Due to such Monetary Relief Class Members whose checks become Void Checks under this paragraph. The Class Notice shall inform Monetary Relief Class Members that any Settlement Amounts Due that are paid by check shall be void after ninety (90) days and that the Monetary Relief Class Member will waive any right to payment of the

Settlement Amount Due if the check is not negotiated within that ninety (90) day period. The Settlement Administrator shall pay all funds attributable to the Void Checks to Bay Area Legal Services, which the Parties agree to be a charitable legal organization that is mutually acceptable to the Settling Parties and will be the exclusive cy pres recipient. The Settlement Administrator shall pay the cy pres recipient the Cy Pres Amount within seven (7) days of the date on which the ninety (90) day period expires. The Settlement Administrator shall only disburse the Cy Pres Amount to the cy pres recipients upon first receiving from Class Counsel a Form W-9 for each cy pres recipient and wiring or other acceptable payment instructions regarding the manner in which payment shall be disbursed to the cy pres recipient.

q. Final Accounting. Within seven (7) days of the first of the calendar month following disbursement of the Cy Pres Amount, the Settlement Administrator shall provide a detailed final accounting to the Settling Parties and shall file it with the Court. The Settlement Administrator shall also provide a declaration concerning the notice process, and shall respond to requests for information from the Settling Parties at any time.

r. Total Consideration. In consideration for the Class Release set forth under Section 11 of this Agreement, FHSC shall have no obligation to provide any benefit or payment other than: (1) payment of the Aggregate Settlement Amount; (2) a payment not to exceed \$301,000.00 for Class Counsel's attorneys' fees and expenses; (3) a payment not to exceed \$5,000.00 to Plaintiff for her service as class representative; and (4) the fees and expenses of the Settlement Administrator as set forth in paragraph 5.d.

s. No person shall have any claim against the Settling Parties, the Class Members, Class Counsel, or the Settlement Administrator based on payments made in accordance with the procedures set forth in this Agreement.

5. **ADDITIONAL SETTLEMENT PAYMENTS**

a. **Additional Payments.** As set forth in paragraphs 5.b. through 5.d., and subject to the approval of the Court, FHSC shall pay Class Counsel's attorneys' fees and expenses, the agreed upon service or incentive award to the Plaintiff as Class Representative, and the fees and expenses of the Settlement Administrator, which shall be exclusive of and in addition to the payments made to the Monetary Relief Class Members under paragraph 4.a. and 4.b., and shall not otherwise reduce or diminish the amount of the Settlement Fund.

b. **Class Counsel's Attorneys' Fees and Expenses.** In conjunction with the settlement of this Action, Class Counsel may apply to and ask the Court for an award of attorneys' fees and costs in an amount not to exceed \$301,000.00 in fees and costs, which award shall not be opposed by FHSC. Class Counsel and counsel for FHSC separately negotiated this amount as the maximum amount of attorneys' fees and costs that Class Counsel may seek from the Court without objection from FHSC. Class Counsel agrees that these amounts will compensate Class Counsel for all work already performed and all of the work remaining to be performed in this Action (including but not limited to securing Court approval of the Agreement, ensuring that the Agreement is fairly administered and implemented, responding to inquiries from Class Members, obtaining dismissal of the Action, etc.), and all associated costs and expenses. Provided the total fees and costs awarded by the Court do not exceed \$301,000.00 (combined), FHSC shall pay the attorneys' fees and costs awarded by the Court in the Final Order and Judgment in the Action within fifteen (15) days after the Effective Date or the provision of a completed W-9 and wiring instructions acceptable to FHSC for the Class Counsel designated to receive the fees and costs, whichever occurs later. The attorneys' fees and costs shall be disbursed to Class Counsel only after FHSC receives from Plaintiffs' counsel a W-9 for the law firm designated to receive the transfer of funds and sufficiently

detailed wiring instructions. Class Counsel will designate a single law firm among them who will provide FHSC with a W-9 and wiring instructions. After receiving the disbursed fees and costs, the law firm designated by Class Counsel to receive the fees and costs shall be solely responsible for distributing such funds to Class Counsel. In no event shall FHSC be obligated to pay attorneys' fees and costs in an amount greater than \$301,000.00 in connection with this Action or the settlement of these claims. If for any reason the Final Order and Judgment do not become final (*i.e.*, the Effective Date does not occur), FHSC shall have no obligation to pay any attorneys' fees or costs to Class Counsel. If for any reason an award of Attorneys' Fees and Expenses exceeds \$301,000.00, Class Counsel hereby agrees to forego the amount of the award in excess of \$301,000.00. In the event the Court awards Class Counsel less than \$301,000.00 in Attorneys' Fees and Expenses, this Agreement shall nevertheless remain in full force and effect.

c. Class Representative Service or Incentive Award to Plaintiff. Subject to the Court's approval, FHSC will pay a class representative service or incentive award of \$5,000.00 to Plaintiff for her time, effort, and expenses as Class Representative on behalf of the Class Members. This \$5,000.00 award to Plaintiff shall be delivered to Class Counsel within fifteen (15) days after the Effective Date or the provision of a completed W-9 for the Plaintiff, whichever occurs later. Class Counsel will be responsible for forwarding the service or incentive award to Plaintiff. The Settling Parties agree that such award paid to Plaintiff shall be paid separately and in addition to any other amounts set forth herein, and shall not otherwise reduce or diminish the Settlement Fund, the amount awarded for attorneys' fees and costs, and/or the Settlement Administrator's fees and costs.

d. Settlement Administrator's Fees and Costs. FHSC shall pay all fees and costs of the Settlement Administrator including, without limitation, all amounts billed in connection

with the distribution of the Class Notice, distribution of Settlement Payments, and all other functions agreed upon and requested by the Settling Parties or as set forth in the Agreement. Prior to performing any work, the Settlement Administrator shall provide the Settling Parties with an estimate of its fees and costs related to the administration of this Agreement, and the amount paid to the Settlement Administrator in connection with this Agreement shall not exceed that amount absent a showing by the Settlement Administrator of good cause.

6. **NOTICE OF SETTLEMENT**

a. Following the Court's Preliminary Approval Order, notice of the material terms of this Agreement and the settlement described herein shall be sent to the Monetary Relief Class Members by email or postcard based on the records available to FHSC, and as set forth below.

b. The Settling Parties will request the Court to determine that the proposed procedures for notice set forth below are in compliance with Florida Rule of Civil Procedure 1.220 and the putative Class Members' due process rights.

c. The Settlement Administrator shall be responsible for printing and sending the Class Notice to all putative Monetary Relief Class Members, as directed and approved by the Court in its Preliminary Approval Order, and in the form attached hereto as **Exhibit A** and **Exhibit B**.

d. Within thirty (30) days after the Court's Preliminary Approval Order, FHSC shall transmit to the Settlement Administrator an updated list or spreadsheet containing the last known contact information for all putative Monetary Relief Class Members, including names and addresses (to the extent reasonably available in database format) (the "Class List"). The Settlement Administrator shall maintain the confidentiality of the Class List, and shall undertake best efforts to verify and update the Class List by cross-referencing the Class List against the United States Post

Office National Change of Address Database.

e. Within fifteen (15) days after receiving the Class List in accordance with paragraph 6.d, or as soon as reasonably practicable thereafter, the Settlement Administrator shall mail, via email or postcard, the Class Notice to the putative Monetary Relief Class Members. The Class Notice shall provide information regarding the definitions of the Settlement Classes and putative Class Members' objection rights and opt-out rights. The Class Notice will further direct putative Class Members to go to a dedicated website to get frequently asked questions answered, and failing that, to contact the Settlement Administrator or Class Counsel if they have additional questions regarding the settlement.

f. Publication Notice. Within fifteen (15) days after receiving the Class List in accordance with paragraph 6.d., or as soon as reasonably practicable thereafter, the Settlement Administrator shall cause to be published in the Tampa Bay Times and selected Google and Facebook Groups, as instructed by FHSC, the Publication Notice to the putative Prospective Relief Class Members.

g. Non-Deliverable Class Notices. If any Class Notices are returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall re-mail the Class Notice to the forwarding address within five (5) business days. If any Class Notices are returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall have no further obligation to locate a valid address for any affected putative Class Member, and that putative Class Member shall be deemed excluded and opted-out from the Agreement and the Settlement Classes.

h. Declaration of Due Diligence in Providing Notice. At least one week prior to the filing of Plaintiffs' Final Approval Motion, or as requested by the Settling Parties, the

Settlement Administrator shall provide counsel for the Settling Parties with a declaration setting forth: (a) due diligence and proof of mailing of the Class Notices; (b) the total number of putative Class Members who were sent Class Notices; and (c) the total number of putative Class Members who submitted timely requests for exclusion or objections to this Agreement and/or the settlement described herein, along with the complete copies of all requests for exclusion and objections received, including the postmark dates for each request for exclusion or objection. Class Counsel shall file the declaration with the Court prior to the Final Approval Hearing.

7. **OPT-OUTS AND OBJECTIONS**

a. **Requests for Exclusion:** The Class Notice shall provide that putative Class Members who wish to exclude themselves from the Settlement Classes must submit a written statement requesting exclusion (or “opt-out”), postmarked no later than the Opt-Out Deadline. Such written request for exclusion must state the case name (*Pontillo v. Florida Health Sciences Center, Inc., d/b/a Tampa General Hospital*), contain the name and address of the putative Class Member requesting exclusion, and be personally signed by the putative Class Member who seeks to opt out. No opt-out request may be made on behalf of a group of putative Class Members. The opt-out request must be sent by mail to the Settlement Administrator and must be timely postmarked on or before the Opt-Out Deadline. The U.S. Mail postmark date of the mailing envelope shall be the exclusive means used to determine whether an opt-out has been timely submitted. The Settlement Administrator shall provide the Settling Parties with copies of all opt-out requests on a weekly basis. Any putative Class Member who requests exclusion from (*i.e.*, opts out of) the Settlement Classes will not be entitled to any Settlement Payment, will not be bound by this Agreement or the settlement, and will not have any right to object, appeal or comment thereon.

b. Objections: The Class Notice shall provide that any putative Class Member who wishes to object to the Agreement must file a written statement of objection with the Clerk of Court, and mail such objection (with the requisite postmark) to Class Counsel and FHSC's counsel no later than the Objection Deadline. The Notice of Objection must include: (a) the case name and number; (b) the factual and legal basis for the objection; (c) the objector's name, address, telephone number, and, if represented, the same contact information of the objector's counsel; (d) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; and (e) the objector's personal signature. The U.S. Mail postmark date of the mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. Class Members who fail to make objections in the time and manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Agreement, the settlement described herein, the Preliminary Approval Order, the Final Order and Judgment, or any other order of the Court relating thereto.

8. **PRELIMINARY APPROVAL**

a. Preliminary Approval Motion. After good faith consultation with counsel for FHSC, Class Counsel will present a Preliminary Approval Motion to the Court as soon as practical. The Preliminary Approval Motion shall include the Settling Parties' proposed Class Notice (in substantially similar form as **Exhibit A**), and Preliminary Approval Order (in substantially similar form as **Exhibit D**). The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Final Approval Hearing within a reasonable period after the Preliminary Approval Date.

b. Entry of Preliminary Approval Order. Class Counsel shall request the Court to enter a Preliminary Approval Order in substantially similar form as **Exhibit D**, which shall, among other things, comply with the requirements set forth in paragraph 3.d.iii., and:

i. Certify for purposes of settlement only the Settlement Classes, approving Kelly Pontillo as class representative, and appointing Class Counsel as counsel for the Settlement Classes pursuant to Florida Rule of Civil Procedure 1.220;

ii. Preliminarily approve the Agreement and settlement as fair, reasonable and adequate such that a presumption of fairness is appropriate;

iii. Order the issuance of Class Notice to the putative Class Members, and determine that Class Notice complies with all legal requirements, including, but not limited to Rule 1.220 and the Due Process Clause of the United States Constitution;

iv. Schedule a date and time for a Final Approval Hearing after the Order preliminarily approving the Agreement to determine whether the Agreement and settlement should be finally approved by the Court;

v. Require putative Class Members who wish to exclude themselves from the Agreement to submit an appropriate and timely written request for exclusion by the Opt-Out Deadline, as directed in the Agreement and Class Notice, and advise that putative Class Members who fail to do so shall remain Class Members and be bound by the Agreement, the settlement described herein, the Class Release set forth in paragraph 11.a., and all orders of the Court relating thereto.

vi. Require putative Class Members who wish to object to the Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in the Agreement and Class Notice, and advise that a failure to do so shall prevent those

Class Members from objecting to the Agreement;

vii. Preliminarily bar and enjoin each and every Class Member (excluding those Class Members who submit a timely and valid request to opt-out) from bringing or joining in any action against FHSC asserting a Released Claim;

viii. Require attorneys representing any Class Member, at the Class Member's expense, to file a notice of appearance;

ix. Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Agreement; and

x. Issue related orders to effectuate the preliminary approval of the Agreement and the settlement described herein.

9. **FINAL APPROVAL**

a. Final Approval Motion. At least 10 days before the Final Approval Hearing, or on the date set by the Court (if different), Class Counsel shall file a motion requesting that the Court grant final approval of the Agreement and settlement, with Class Counsel filing a memorandum of law in support of the motion and addressing any Class Member's timely submitted objections to same.

b. Matters to Be Considered at Final Approval Hearing. At the Final Approval Hearing, the Court will consider and determine whether the Agreement and settlement is fair, reasonable and adequate, whether the Settlement Classes should be finally certified for settlement purposes only, whether the notice provided to Class Members constitutes the best notice practicable and satisfies Rule 1.220 and due process, whether any objections to the Agreement or settlement should be overruled, whether the claims for Class Counsel's attorneys' fees and expenses, Settlement Administrator's fees and expenses, and the Plaintiff's service or incentive award should

be approved, and whether a final judgment approving the Agreement should be entered.

c. Entry of Final Approval Order and Declaratory Judgment. This Agreement is subject to and expressly conditioned upon the issuance by the Court of a Final Approval Order and Declaratory Judgment, in substantially similar form as “**Exhibit E**,” which shall, among other things, comply with the requirements of paragraph 3.d., and:

i. Find that (a) the Court has personal jurisdiction over all Class Members; (b) the Court has subject matter jurisdiction over the claims asserted in this Action; and (c) venue is proper;

ii. Finally approve the Agreement and settlement, pursuant to Rule 1.220(e) as fair, reasonable, and adequate, and that each Class Member (excluding putative Class Members who submitted a timely and valid exclusion request) shall be bound by this Agreement;

iii. Finally certify the Settlement Classes for settlement purposes only;

iv. Find that the form and means of disseminating notice of the settlement to Class Members satisfied the requirements of due process and Rule 1.220;

v. Enter final judgment with respect to the claims of all Class Members, without prejudice to any and all putative Class Members who submitted a timely and valid exclusion request;

vi. Makes the Class Release in Section 11 of this Agreement effective as of the date of the Final Approval Order and Declaratory Judgment;

vii. Permanently bars and enjoins Plaintiff and each and every Class Member (excluding those putative Class Members who submitted a timely and valid exclusion request) from bringing or joining in (as class members or otherwise) any action asserting the Released Claims;

viii. Find that, by operation of the entry of the Final Approval Order and Declaratory Judgment, Plaintiff and all Class Members shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims, including all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Action;

ix. Authorize the Settling Parties to implement the terms of the Agreement;

x. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Approval Order and Declaratory Judgment, and for any other necessary purpose;

xi. The declaratory judgment set forth in the Final Approval Order and Declaratory Judgment; and

xii. Issue related orders to effectuate and implement the final approval of the Agreement.

10. **TERMINATION OF AGREEMENT.** FHSC shall have the right to unilaterally terminate this Agreement by providing written notice of their election to do so to Class Counsel within ten (10) days of: (a) the Court's final refusal to grant preliminary approval of this Agreement; (b) the Court's final refusal to grant final approval of this Agreement; (c) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court or any court of appellate jurisdiction; or (d) the date upon which the Court enters any order, including, but not limited to, a preliminary approval order or final approval order, that differs in any material respect from the terms or conditions contemplated in this Agreement.

11. **RELEASE OF CLAIMS**

a. Class Release. Subject to the approval of the Court and in consideration of the benefits inuring to the Plaintiff and the Class Members hereto, upon the Effective Date, the Plaintiff and each Class Member and his or her assigns, heirs, successors and personal representatives shall be deemed to have fully, conclusively, irrevocably, forever, and finally released, resolved, relinquished, and discharged each and all of the Released Parties from each of the Released Claims. The Plaintiff and Class Members further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have in state or federal court, or with any state, federal or local government agency or with any administrative or advisory body, asserting the Released Claims. These Released Claims shall include but not be limited to, all claims of any kind which Plaintiff or the Class Members have had or now have, which were or could have been raised in the Action related to any of the Released Parties' conduct, policies, or practices concerning medical billing by FHSC for unpaid balances in excess of the amounts identified in Section 627.736, Florida Statutes, where FHSC's charges were covered and paid, in part, by PIP insurance, including but not limited to, conduct, policies, or practices concerning the billing or collection of the same.

b. Without in any way limiting its scope, the Class Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs, or disbursements incurred by Class Counsel, the Plaintiff, or any Class Members in connection with or related in any manner to this Action, the settlement of this Action, the administration of the Agreement, or the Released Claims, except to the extent otherwise specified in the Agreement.

c. The Plaintiff recognizes, and each Class Member will be deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Declaratory Judgment, they fully, finally, and forever settle and release any and all claims covered by this Class Release. The Settling Parties acknowledge that the foregoing Class Release was bargained for and is a material element of the Agreement.

d. FHSC shall release Plaintiff and the Classes from any and all claims arising out of or related to the investigation, institution, and prosecution of the Action; provided, however, that this release shall not include (a) amounts set forth in revised and corrected bills sent to Class Members whose accounts are listed on FHSC's books as current active accounts receivable; (b) monies owed to FHSC and payable from third party liability settlements related to Services or Care; (c) monies recovered from secondary payers; (d) debts no longer held by FHSC; and (e) other potential recovery sources other than the Class Members.

12. **MISCELLANEOUS**

a. **No Admission of Liability.** By entering into this Agreement, FHSC does not make and shall not be deemed to have made any admission of liability or wrongdoing.

b. **Acknowledgment.** Each of the Settling Parties acknowledges and represents that they: (i) fully and carefully read this Agreement prior to execution; (ii) were fully apprised by counsel of the legal effect and meaning of the terms of this Agreement; (iii) had the opportunity to undertake whatever investigation or inquiry is necessary or appropriate in connection with this Agreement; (iv) were afforded the opportunity to negotiate any and all terms of this Agreement; and (v) are executing this Agreement voluntarily and free from any undue influence, coercion, or duress of any kind.

c. Agreement to Cooperate. The Settling Parties and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement.

d. Authority. Each person executing this Agreement on behalf of any of the Settling Parties represents that such person has the authority to execute this Agreement.

e. Binding Upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

f. Construction. The Settling Parties believe that the terms of this Agreement are a fair, adequate and reasonable settlement of this Action, and have arrived at this Agreement through arms-length and extensive negotiations and with the assistance of a neutral and licensed mediator, taking into account all relevant factors, present and potential. This Agreement has been drafted jointly by counsel for the Settling Parties. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any of the Settling Parties.

g. Counterparts. This Agreement may be executed in one or more counterparts. All executed copies of this Agreement and photocopies thereof (including facsimile, electronic signatures, and/or emailed copies of the signature pages) shall have the same force and effect and shall be as legally binding and enforceable as the original.

h. Entire Agreement. This Agreement constitutes the entire fully-integrated agreement among the Parties relating to the settlement. All prior or contemporaneous agreements, understandings and statements, whether oral or written, and whether by a party or its counsel, are superseded. No oral or written representations, warranties or inducements of any kind have been made to any Party concerning this Agreement, other than as set forth herein.

i. Governing Law. This Agreement shall be governed by the laws of the State of Florida. All time periods and deadlines established by this Agreement shall be calculated in compliance with the version of Florida Rule of Judicial Administration 2.514 in effect on the date that this Agreement is fully signed by all Settling Parties.

j. Headings and Captions. The headings and captions in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any term of this Agreement. Each term of this Agreement is contractual and is not merely a recital.

k. No Oral Modifications. This Agreement may be amended or modified only by a written instrument signed by counsel for the Parties or their successors-in-interest. No rights hereunder may be waived except in writing. No oral amendment or modification shall be permitted or effective.

l. Notices. Unless otherwise agreed in writing, all notices to the Settling Parties or counsel required by the Agreement shall be made in writing and communicated by first class mail and email to the following:

If to the Named Plaintiff or Class Counsel:

JEEVES LAW GROUP, P.A.

Scott R. Jeeves, Esq.

Kyle W. Woodford, Esq.

2132 Central Avenue

St. Petersburg, Florida 33712

Telephone: (727) 894-2929

Fax: (727) 822-1499

Primary: sjeeves@jeeveslawgroup.com

kwoodford@jeeveslawgroup.com

Secondary: khill@jeeveslawgroup.com

or

CRAIG E. ROTHBURD, P.A.

Craig E. Rothburd, Esq.
Dylan J. Thatcher, Esq.
320 W. Kennedy Blvd., Suite 700
Tampa, FL 33606-1459
Telephone: (813) 251-8800
Fax: (813) 251-5042
Primary: craig@rothburdpa.com
dylan@rothburdpa.com
Secondary: maria@rothburdpa.com

If to FHSC or FHSC's Counsel:

CARLTON FIELDS, P.A.

Simon Gaugush (FBN 0440050)
Austin M. Eason (FBN 105102)
4221 West Boy Scout Blvd., Suite 1000
Tampa, Florida 33607
Tel: 813-223-7000
Fax: 813-229-4133
Primary E-mail: sgaugush@carltonfields.com
aeason@carltonfields.com
Secondary Email: plowden@carltonfields.com
lgrodriguez@carltonfields.com
tpaecf@cfdom.net

m. Retention of Jurisdiction. The Court will retain jurisdiction to interpret, implement, and enforce this Agreement and all orders contemplated herein. The Parties consent to the Court's jurisdiction for this purpose.

n. Attorneys' Fees and Costs. If any of the Settling Parties or Class Member files an appellate proceeding, or seeks enforcement of this Agreement or execution of the Final Approval Order and Declaratory Judgment, or pursues a claim for breach of this Agreement, or initiates any other post-judgment litigation concerning this Agreement or the Final Approval Order and Declaratory Judgment, the prevailing party shall be entitled to recover from the non-prevailing party an award of reasonable attorneys' fees and costs, which award shall include attorneys' fees and costs incurred in any disputes concerning the determination of entitlement to and/or the

amount of such attorneys' fees and costs, and the non-moving party reserves any and all defenses to such claims.

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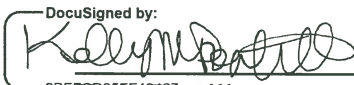
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

FLORIDA HEALTH SCIENCES CENTER, INC.
D/B/A TAMPA GENERAL HOSPITAL

By: _____
Name
Title

Date: _____

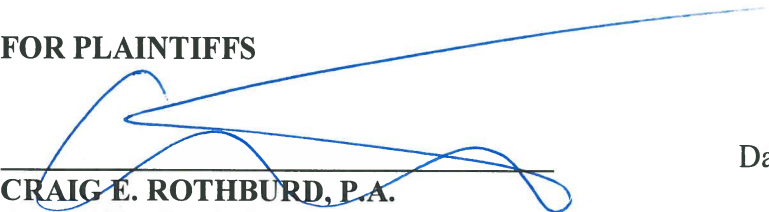
THE PLAINTIFF

DocuSigned by:

9BFR2D83FE49D67
Kelly Pontillo

Date: 11/7/2022

APPROVED AS TO FORM AND CONTENT:

FOR PLAINTIFFS


CRAIG E. ROTHBURD, P.A.
Craig E. Rothburd, Esq.

Date: 11/8/22


FOR FLORIDA HEALTH SCIENCES CENTER, INC.
D/B/A TAMPA GENERAL HOSPITAL

CARLTON FIELDS, P.A.
Simon A. Gaugush, Esq.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**FLORIDA HEALTH SCIENCES CENTER, INC.
D/B/A TAMPA GENERAL HOSPITAL**

By: 
Name Anthony Escobio
Title Vice President Revenue Cycle

Date: 11/02/2022

THE PLAINTIFF

Kelly Pontillo

Date: _____


APPROVED AS TO FORM AND CONTENT:

FOR PLAINTIFFS

CRAIG E. ROTHBURD, P.A.
Craig E. Rothburd, Esq.

Date: _____

**FOR FLORIDA HEALTH SCIENCES CENTER, INC.
D/B/A TAMPA GENERAL HOSPITAL**



CARLTON FIELDS, P.A.
Simon A. Gaugush, Esq.

Date: 11/2/2022

Exhibit A

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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

1. Why was this Notice Sent to Me?
2. What is this Notice?
3. What is this Lawsuit About?
4. Why is there a Settlement?

SETTLEMENT CLASS MEMBERSHIP PAGE 4

5. Who is a Settlement Class Member?

THE SETTLEMENT TERMS AND BENEFITS..... PAGE 4

6. What are the Terms of the Settlement?
7. How Do I Receive a Settlement Check or Debt Cancellation?
8. When Would I Receive My Settlement Check or Debt Cancellation?
9. What Am I Giving Up to Be Part of the Settlement Class?
10. What Happens if I Do Nothing?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE 6

11. How Do I Get Out of the Settlement?
12. What if I Do Not Opt Out of the Settlement?
13. If I Exclude Myself, can I Receive Money or Debt Cancellation from the Settlement?

OBJECTING TO THE SETTLEMENT PAGE 7

14. How can I Object to the Settlement?

THE LAWYERS REPRESENTING YOU..... PAGE 8

15. Do I Have an Attorney in this Case?
16. How will the Class Counsel Attorneys be Paid?

THE COURT'S FINAL APPROVAL HEARING PAGE 8

17. When and Where Will the Court Decide Whether to Approve the Settlement?
18. As a Settlement Class Member, May I Speak at the Hearing?

GETTING MORE INFORMATION PAGE 9

19. Where Can I Get More Details about the Settlement?

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: **[insert URL]**.

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 **[Insert Administrator Email]** or by U.S. mail at Pontillo Class Action Settlement, **[Insert Administrator Address]**.

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 April 4, 2023, at 3:30 p.m., 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.xxxxxxxx.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 **[Insert Exclusion Date]** and mailed to the Pontillo Class Action Settlement, P.O. Box 23489, Jacksonville, FL 32241. 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 **[INSERT EXCLUSION DATE]**.

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 **[INSERT EXCLUSION DATE]**.

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 at 3:30 p.m. on April 4, 2023, before the Honorable Paul L. Huey, George Edgecomb Courthouse, Thirteenth Judicial Circuit Court, Hillsborough County, Florida, 800 E. Twiggs Street, Tampa, Florida, 33602. At present, this hearing is scheduled for in-person attendance. If no testimony is to be taken at the hearing, it will be conducted via Zoom link (<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 **[Insert Exclusion Date]**.

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.aaaaaaaaa.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 **[Insert CA Phone #]** or by contacting Class Counsel, as identified above.

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

Exhibit B

Publication and Postcard Notice

Hospital Balance Billing Overcharge Class Action Settlement Notice

After January 5, 2017, did you receive medical treatment from Tampa General Hospital that was partially covered by an automobile personal injury protection (“PIP”) insurance policy? If you received a bill from the hospital after your PIP insurance company made partial payment for this treatment, you may have been overcharged when the hospital billed you for the balance of the charge. If so, you may be a potential member of a settlement class in a class action lawsuit. For more information on whether you are eligible for compensation, go to www.xxxxxxx.com.

Exhibit C

**IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

KELLY PONTILLO, individually, and
on behalf of all similarly situated,

Plaintiff,

Case No.: 22-CA-000099

v.

Division: I

FLORIDA HEALTH SCIENCES CENTER, INC.
d/b/a TAMPA GENERAL HOSPITAL,

Defendant.

_____ /

**JOINT MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT**

The parties to this litigation, Plaintiff KELLY PONTILLO, individually, and on behalf of all those similarly situated (“**Plaintiff**”), and Defendant Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital (“**FHSC**”) (Plaintiff and FHSC collectively referred to herein as the “**Parties**”), by and through their respective undersigned counsel, are pleased to inform the Court of the execution of the attached Settlement Agreement (“**Settlement Agreement**”) (**Exhibit 1**). The parties believe the Settlement Agreement represents a fair, reasonable and adequate resolution of this litigation, and accordingly, they respectfully submit the Settlement Agreement to the Court for preliminary approval.

The parties jointly move this Court to enter the proposed Order Preliminarily Approving Proposed Settlement (**Exhibit 1.C.**), subject to final approval by the Court after a fairness hearing. In support of the motion, the Parties state as follows:

1. The Plaintiff was a patient who received medical services from FHSC that were covered, in part, by personal injury protection (“PIP”) insurance.

2. The Plaintiff, individually and on behalf of a putative class of similarly situated persons, filed the above-styled class action lawsuit against FHSC, alleging, among other things, that FHSC did not properly adjust or reduce patients’ medical bills to reflect the statutory discounts afforded to patients covered by PIP insurance, as described in Section 627.736, Florida Statutes, and thereby overcharged Plaintiff and the class members.

3. FHSC denies the Plaintiff’s claims and allegations, denies it did anything wrong, and contends it properly billed its patients. Nonetheless, in the interest of resolving this matter, and to avoid the time, expense and uncertainty of litigation, FHSC entered into the Settlement Agreement with the Plaintiff.

4. The parties engaged in extensive settlement negotiations over three mediation sessions. With the assistance of a mediator, the Hon. Samuel Salaro (Ret.), they ultimately reached an agreement resolving the above-styled action pursuant to the written Settlement Agreement attached as Exhibit 1. The Settlement Agreement sets forth in detail all of the terms of the agreement between the parties, which terms are incorporated into this Joint Motion.

5. Prior to entering into the Settlement Agreement, Class Counsel exercised care and due diligence in ascertaining the factual basis for the claims, the size of the class, the scope of the proposed settlement, and the terms of the Settlement Agreement.

6. When a class action claim is to be compromised or settled, Florida Rule of Civil Procedure 1.220(e) requires the approval of the court after notice and hearing. The court grants approval when the settlement is fair and reasonable and procedurally proper. The court considers nine factors in making its “fair and reasonable” determination:

- (1) the complexity and duration of the litigation;
- (2) the reaction of the class to the settlement;

- (3) the stage of the proceedings;
- (4) the risks of establishing liability;
- (5) the risks of establishing damages;
- (6) the risks of maintaining a class action;
- (7) the ability of the defendant to withstand a greater judgment;
- (8) the range of reasonableness of the settlement in light of the best recovery; and
- (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

Grosso v. Fid. Nat. Title Ins. Co., 983 So.2d 1165, 1173 (Fla. 3d DCA 2008). The same criteria are used in federal courts. *See Medical & Chiropractic Clinic, Inc., v. KMH Cardiology Centres Incorporated*, 8:16-CV-644-T-23JSS, 2017 WL 2773932 (M.D. Fla. June 1, 2017). Here, consideration of all factors confirms that the Settlement Agreement is fair and reasonable, and procedurally proper.

7. The Settlement Agreement provides for the creation of two settlement classes.

8. First, a members of the Monetary Relief Settlement Class will receive a refund for amounts paid by the class member in excess, allegedly, of the amount set forth in the schedule of maximum charges under Section 627.736(5)(a)1, Florida Statutes. The Monetary Relief Settlement Class consideration also provides for debt forgiveness for patients who remain financially responsible for services which debts have since been categorized as charity, presumptive charity, or aged debt. Under the Settlement Agreement, FHSC agrees not to attempt to collect or seek recovery from these class members any amount for those services or care (with exceptions, such as for monies collectable from third party liability settlements, as set forth in the Settlement Agreement).

9. A Prospective Relief Settlement Class will provide declaratory relief for all persons who, going forward, are eligible for Florida PIP insurance coverage under Section 627.736, Florida Statutes, for whom FHSC provides services or care in whole or in part covered by PIP insurance. Specifically, the Settlement Agreement contemplates a declaratory judgment providing that once PIP insurance makes a payment for services or care, FHSC shall not bill or attempt to

collect from the Prospective Relief Settlement Class Members any amount in excess of the maximum reimbursement limits set forth in Section 627.736(5)(a)1, Florida Statutes, for such services or care until such PIP insurance limits exhaust. All amounts not covered by the PIP insurer's payment may be billed to the Prospective Relief Settlement Class Member at FHSC's billed or full rate without regard to the statutory reduction under Section 627.736(5)(a)1, Florida Statutes.

10. Because this is a proposed class action settlement pursuant to Rule 1.220, the parties jointly seek entry of an order granting preliminary approval of the Settlement Agreement as fair, adequate, and reasonable to the parties and to all putative class members; conditionally certifying the classes, subject to the final approval of the Settlement Agreement; approving the proposed form of notice to the class and the manner of distributing the notice; and setting a date for a hearing at which time the fairness of the proposed Settlement Agreement will be presented to the Court.

WHEREFORE, the parties respectfully request that the Court grant preliminary approval of the Settlement Agreement pursuant to Rule 1.220, in accordance with the proposed order attached hereto as Exhibit 1.D.

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Austin M. Eason, Esq.
FL BAR NO.: 105102
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and

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Attorneys for Defendant

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and

Casim Adam Neff, Esquire
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NEFF INSURANCE LAW, PLLC
4051 27th Avenue North
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Telephone: (727) 342-0617
Primary: cneff@neffinsurancelaw.com

and

Attorneys for Plaintiff

Dated: _____

Dated: _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY on November __, 2022, pursuant to Florida Rules of Judicial Administration, Rule 2.516, I electronically filed the foregoing with the Clerk of Court by using the Florida Court Eportal System that will send a notice of electronic filing to:

Attorneys for Defendant

Simon Gaugush, Esq. (FBN 0440050)

Austin M. Eason, Esq. (FBN 105102)

CARLTON FIELDS, P.A

4221 West Boy Scout Blvd., Suite 1000

Tampa, Florida 33607

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CRAIG E. ROTHBURD, P.A.

/s/ *Craig E. Rothburd*

CRAIG E. ROTHBURD, ESQ.-FBN: 0049182

Counsel for Plaintiff

Exhibit D

IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION

KELLY PONTILLO, individually, and
on behalf of all similarly situated,

Plaintiff,

Case No.: 22-CA-000099

v.

Division: I

FLORIDA HEALTH SCIENCES CENTER, INC.
d/b/a TAMPA GENERAL HOSPITAL,

Defendant.

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT, CERTIFYING CLASS
FOR SETTLEMENT PURPOSES ONLY, DIRECTING THE ISSUANCE
OF CLASS NOTICE, AND SCHEDULING A FINAL APPROVAL HEARING**

THIS MATTER came before the Court on November 9, 2022, on the Joint Motion for Preliminary Approval of Class Action Settlement Agreement (the “Motion”), and the Court, having reviewed the Motion, including the Settlement Agreement and Release (the “Settlement Agreement” or “Settlement”) and all exhibits thereto, and having heard the argument of counsel and being otherwise fully advised in the premises, it is **HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. **Settlement.** The Plaintiff and Florida Health Sciences Center, Inc., d/b/a Tampa General Hospital (“FHSC”) (collectively the “Parties”) have negotiated a potential settlement of this action (the “Action”) to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims against the Released Parties, in all capacities, including FHSC, and any of such entities’ past, present, and future divisions, parents, subsidiaries,

predecessors, investors, parent companies, affiliates, and each and all of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, brokers, distributors, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal representatives (“Related Entities”).

2. **Review.** The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this Action. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement.

3. **Preliminary Approval.** The Settlement Agreement entered into by and among the Named Plaintiff Kelly Pontillo (“Named Plaintiff” or “Plaintiff”), on behalf of herself and the Settlement Class, and FHSC, has been negotiated at arm’s length through the course of three mediation sessions with the assistance of an esteemed mediator and is approved on a preliminary basis as fair, reasonable, and adequate.

4. **Monetary Relief Settlement Class.** The Settlement creates a Monetary Relief Settlement Class and a Prospective Relief Settlement Class (collectively referred to as the “Settlement Classes”). The proposed relief to the Monetary Relief Settlement Class Members as specified in Paragraph 4 of the Settlement Agreement is approved on a preliminary basis as fair, reasonable, and adequate. The Monetary Relief Settlement Class shall consist of each person who at any time during the Class Period:

- (a) received services or care from FHSC 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 FHSC for charges for those Services or Care;

- (c) FHSC owns the right to collect charges for the Services or Care provided to the person; and
- (d) FHSC billed the person in excess of the reduction contemplated by section 627.736, Florida Statutes.

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 FHSC.

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

5. **Prospective Relief Settlement Class:** The Settlement also creates a Prospective Relief Settlement Class. The Prospective Relief Settlement Class consists of all persons eligible for Florida PIP insurance coverage under Section 627.736, Florida Statutes, for whom FHSC provides services or care covered in part by PIP insurance. The Settlement contemplates that once PIP insurance makes a payment for services or care, FHSC 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 such services and care until the PIP insurance limits exhaust. The proposed relief to the Prospective Relief Settlement Class Members as specified in Paragraph 4 of the Settlement Agreement is approved on a preliminary basis as fair, reasonable, and adequate, although the entry of a final Declaratory Judgement will be determined after a Final Approval Hearing, as specified in Paragraph 9 below.

6. **Preliminary Certification of Settlement Class.** The Court makes the following determinations as to certification of the Settlement Classes:

- a. The Court preliminarily and conditionally certifies the Monetary Relief Settlement Class for purposes of settlement only, under Fla. R. Civ. P. 1.220(a) and (b)(3);
- b. The Court preliminarily and conditionally certifies the Prospective Relief Settlement Class for purposes of settlement only, under Fla. R. Civ. P. 1.220(a) and (b)(2);

- c. The Settlement Classes are so numerous that joinder of all members is impracticable;
- d. There are questions of law or fact common to the members of the Settlement Classes;
- e. The claims of the Plaintiff are typical of the claims of the other members of the Settlement Classes;
- f. Plaintiff is capable of fairly and adequately protecting the interests of the members of the Settlement Classes, in connection with the Settlement Agreement;
- g. FHSC has acted or refused to act on grounds generally applicable to all the members of the Settlement Classes, making final declaratory relief concerning the Prospective Relief Settlement Class as a whole appropriate;
- h. Common questions of law and fact predominate over questions affecting only individual members of the Monetary Relief Settlement Class for purposes of enforcing and implementing this Settlement Agreement;
- i. The Settlement Classes, as defined, are ascertainable; and
- j. Resolution of the claims in this Action by way of a settlement class action is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Classes.

7. **Designation of Class Representative.** Plaintiff Kelly Pontillo is designated as class representative of the Settlement Classes for the sole purpose of seeking a settlement of this Action.

8. **Designation of Class Counsel.** The law firms of Craig Rothburd, P.A., Jeeves Law Group, P.A., and Neff Insurance Law, PLLC, are hereby designated as Class Counsel for the Settlement Classes.

9. **Final Approval Hearing.** A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at **3:30 p.m. on April 4, 2023, before the Honorable Paul L. Huey, George Edgecomb Courthouse, Thirteenth Judicial Circuit Court, Hillsborough County, Florida, 800 Twiggs St. E, Tampa, Florida, 33602.** At present, this hearing is scheduled for in-person attendance. If no testimony is to be taken at the hearing, it will be conducted via Zoom link (<https://zoom.us/j/7196320493>). The purpose of the Final Approval Hearing shall be to determine, among other things: (a) whether the Settlement of this Action should be approved finally as fair, reasonable, and adequate; (b) whether this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (c) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (d) whether the application of Class Counsel for an award of attorneys’ fees and costs, and the proposed class representative service award to Plaintiff Kelly Pontillo should be approved.

10. **Class Notice.** With respect to the Class Notice attached to the Settlement Agreement as Exhibit A, and the publication/postcard notice attached to the Settlement Agreement as Exhibit B, both of which were submitted to the Court with the Parties’ Joint Motion for Preliminary Approval, the Court orders as follows:

- a. The Class Notice attached as Exhibit A to the Settlement Agreement and the Postcard/Publication Notice attached as Exhibit B to the Settlement Agreement are approved.
- b. The manner of providing notice to Settlement Class Members by email, postcard, and publication, as set forth in the Settlement Agreement is approved. The Court finds that the means of notice set forth under the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of this Action, the

terms of the Settlement Agreement, and their rights to object to or otherwise exclude themselves from the Settlement.

- c. The Court specifically finds that sending the Class Notice by email to Class Members for whom email addresses are available, and postcards to Class Members for whom email addresses are not available, is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive such notice and meets the requirements of the Due Process Clauses of the Florida and United States Constitutions.
- d. The Class Notice shall be sent no less than fifteen (15) days after the Settlement Administrator receives the Class List from FHSC. FHSC shall provide the Class List to the Settlement Administrator no later than thirty (30) days after the date this Preliminary Approval Order is entered, unless otherwise ordered by the Court or agreed to by the Settling Parties.
- e. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall obtain from the Settlement Administrator and thereafter shall file with the Court a proof of sending of the Class Notice.

11. **Settlement Administrator.** The Court authorizes and directs the Parties to retain American Legal Claim Services as Settlement Administrator to implement the terms of the Settlement Agreement and authorizes and directs such Settlement Administrator to (a) send the Class Notice; (b) publish the Publication Notice; (c) receive and process any opt-out requests; and (d) carry out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by the Parties.

12. **Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to opt out or be excluded from the Settlement Classes must send a written Request for Exclusion to the Settlement Administrator, by first-class mail, postage prepaid, to the address

provided in the Class Notice. Any such Request for Exclusion must be postmarked no later than forty-five (45) days after the Class Notice Date.

- a. To be valid, the Request for Exclusion must: (1) identify the case name and number; (2) identify the name and address of the Settlement Class Member; (3) be personally signed by the Settlement Class Member requesting exclusion; and (4) contain a statement that indicates a desire to be excluded from a Settlement Class in this Action, such as “I hereby request that I be excluded from a proposed Settlement Class in the Pontillo Class Action.” The Request for Exclusion must identify the Settlement Class from which the Settlement Class Member seeks exclusion (whether Monetary Relief or Prospective Relief). A single Request for Exclusion is required for each Class Member requesting exclusion; mass or class opt outs shall not be allowed.
- b. A Settlement Class Member who desires exclusion must take timely affirmative written action pursuant to this Order and the Settlement Agreement, even if the Settlement Class Member desiring exclusion: (1) files a separate action against any of the Released Parties, or (b) becomes a putative class member in any other class action filed against any of the Released Parties.
- c. Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for purposes under this Order, and upon the Effective Date of the Settlement Agreement, will be bound by its terms, including, but not limited to, the Releases in Section 11 of the Settlement Agreement.

- d. If the Settlement Agreement receives final approval, any Settlement Class Member who has not submitted a timely, written Request for Exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in this Action, even if he or she subsequently initiates litigation against FHSC or any other Released Party, relating to any of the Released Claims.

13. **Objections and Appearances.** Any Settlement Class Member who has not filed a timely written Request for Exclusion and who complies with the requirements of this Paragraph may object to any aspect of the Settlement Agreement either on his or her own or through an attorney hired at his or her expense.

- a. Any Settlement Class Member who wishes to object to the Settlement Agreement must do so in writing and must file with the Clerk of Court and serve on Class Counsel and FHSC's Counsel, at the addresses listed below, a written statement of objection in accordance with the requirements set forth below and in the Settlement Agreement no later than forty-five (45) days after the Class Notice Date:

For Plaintiffs and the Settlement Class:

CRAIG E. ROTHBURD, P.A.

Craig E. Rothburd, Esq.
320 W. Kennedy Blvd., Suite 700
Tampa, Florida 33606-1459
Telephone: (813) 251-8800
Fax: (813) 251-5042
Email: craig@rothburdpa.com

or

JEEVES LAW GROUP, P.A.

Scott R. Jeeves, Esq.
2132 Central Avenue
St. Petersburg, Florida 33712
Telephone: (727) 894-2929
Fax: 727-822-1499

Email: sjeeves@jeeveslawgroup.com

For FHSC:

CARLTON FIELDS, P.A

Simon Gaugush, Esq.

Austin M. Eason, Esq.

4221 West Boy Scout Blvd., Suite 1000

Tampa, Florida 33607

Tel: 813-223-7000

Fax: 813-229-4133

Primary E-mail:

sgaugush@carltonfields.com

aeason@carltonfields.com

Secondary Email:

plowden@carltonfields.com

lrodriguez@carltonfields.com

tpacfc@cfdom.net

- b. The requirements to assert a valid written objection shall be set forth in the Class Notice, and shall include: (1) the case name and number; (2) the factual and legal basis for the objection; (3) the objector's name, address, telephone number, and, if represented by counsel, the contact information of the objector's counsel; (4) a statement of whether the Class Member intends to appear at the Final Approval Hearing, either with or without counsel; and (5) be personally signed by the Class Member.
- c. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement Agreement at the Final Approval Hearing, and shall be deemed to have waived any right to seek review of the Settlement Agreement by appeal or other means.
- d. Any Settlement Class Member who submits a timely written objection may appear, individually or by counsel, at the Final Approval Hearing

held by the Court, to show cause why the proposed Settlement Agreement should not be approved as fair, adequate, and reasonable, provided that the objecting Settlement Class Member: (1) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing (“Notice of Intent to Appear”), which must include the case name and number and the Settlement Class Member’s name, address, telephone number, and signature, postmarked by the Objection Deadline; and (2) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must identify the name, address, email address, and telephone number of each witness and include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any attorney who intends to represent an objecting Settlement Class Member at the Final Approval Hearing must do so at the Settlement Class Member’s expense and must file a notice of appearance at least two weeks before the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the applicable deadlines and other specifications set forth in this Order, the Settlement Agreement, and Class Notice will not be entitled to appear at the Final Approval Hearing to raise any objections to the Settlement.

14. **Releases.** If the Settlement is finally approved, all Settlement Class Members who have not filed a timely and proper Request for Exclusion shall release the Released Parties from all Released Claims, as described in Section 11 of the Settlement Agreement.

15. **Attorneys’ Fees and Costs, and Class Representative Service Award.** Plaintiff and Class Counsel agree not to seek an award of attorneys’ fees and costs in this Action in an

amount exceeding \$301,000.00. In addition, Plaintiff shall also apply for a Class Representative Service Award of \$5,000.00 for her work and assistance in this Action. Except as otherwise provided by the Settlement Agreement, FHSC will not pay any amounts greater than \$301,000.00 for attorneys' fees and costs in this Action.

16. **Service of Papers.** FHSC's counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support of the proposed Settlement Agreement, including responses to any papers filed by Settlement Class Members. FHSC's counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests for exclusion that may come into their possession and shall file such objections or Requests for Exclusion with the Court on or before the date of the Final Approval Hearing.

17. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if the proposed Settlement Agreement: (a) is not finally approved by the Court; or (b) does not become final, pursuant to its terms; or (c) is terminated pursuant to its terms. In such event, and except as provided therein, the proposed Settlement Agreement shall become null and void and be of no further force and effect; the preliminary certification of the Settlement Classes for settlement purposes shall be automatically vacated; neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever; the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification; and the Parties and this Action shall be returned to the status quo that existed prior to the Settlement Agreement.

18. **Use of Order Following Termination of Settlement.** This Order shall be of no force and effect if the Settlement Agreement does not become final and shall not be construed or used as an admission, concession, or declaration by or against FHSC or any Related Entities of

any fault, wrongdoing, breach, or liability, or by or against Plaintiff or the Settlement Class Members that their claims lack merit or that the relief requested in the Class Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by FHSC of any defenses it may have.

19. **Necessary Steps.** The Court authorizes the Parties to take all necessary and appropriate steps to implement the Settlement Agreement.

DONE AND ORDERED in chambers, in Tampa, Hillsborough County, Florida, on this _____ day of _____, 2022.

HONORABLE PAUL L. HUEY
Circuit Court Judge

Conformed copies to:

- Craig E. Rothburd (*CERPA File No. 6954*)
- Scott R. Jeeves
- Casim A. Neff
- Simon Gaugush
- Austin M. Eason

Exhibit E

IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION

KELLY PONTILLO, individually, and
on behalf of all similarly situated,

Plaintiff,

Case No.: 22-CA-000099

v.

Division: I

FLORIDA HEALTH SCIENCES CENTER, INC.
d/b/a TAMPA GENERAL HOSPITAL,

Defendant.

_____ /

**FINAL APPROVAL ORDER AND DECLARATORY JUDGMENT
APPROVING CLASS ACTION SETTLEMENT AND
DISMISSING CLASS ACTION WITH PREJUDICE**

WHEREAS, Plaintiff Kelly Pontillo, individually, and on behalf of all those similarly situated (“**Plaintiff**”), and Defendant Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital (“**FHSC**”) (Plaintiff and FHSC collectively referred to herein as the “**Parties**”), have entered into a class action settlement agreement dated _____, 2022, together with related exhibits (collectively, the “**Settlement Agreement**”), to settle this class action; and

WHEREAS, the Court entered an Order dated November 9, 2022, on the Joint Motion for Preliminary Approval of Class Action Settlement Agreement (the “**Preliminary Approval Order**”), preliminarily certifying a class in this Action for settlement purposes; ordering notice to potential class members; providing those persons with an opportunity either to exclude themselves from the Class or to object to the proposed settlement; and scheduling a Fairness Hearing;

WHEREAS, the Court entered an Order dated _____, 2022, approving the settlement of attorneys’ fees and costs; and

WHEREAS, the Court held a Fairness Hearing on April 4, 2023, to determine whether to finally approve the proposed settlement; and

WHEREAS, the Parties have complied with the Preliminary Approval Order and the Court finds that the Settlement Agreement is fair, adequate, and reasonable, and that it should be finally approved.

NOW THEREFORE, based on the submissions of the Parties and Class Members, any objections, any testimony adduced at the Fairness Hearing, the pleadings on file, and the argument of counsel, the Court hereby finds, and it is hereby **ORDERED, ADJUDGED AND DECREED**, as follows:

1. **Incorporation of Defined Terms.** Except where otherwise noted, all capitalized terms used in this Order shall have the meanings set forth in the Settlement Agreement.

2. **Jurisdiction.** The Court has personal jurisdiction over all Class Members and has subject matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Class, to settle and release all claims arising out of the transactions alleged in the Action or the Released Claims, and to dismiss this Action on the merits and with prejudice.

3. **Final Class Certification.** The Class that this Court previously certified preliminarily in its Preliminary Approval Order is hereby finally certified for settlement purposes under Florida Rule of Civil Procedure 1.220.

4. **Opt-Outs.** A list of those persons or entities who have timely excluded themselves from the Class (opt-outs), and who therefore are not bound by this Final Approval Order and Declaratory Judgment, is attached hereto as Appendix “A”, which is incorporated herein and made a part hereof for all purposes.

5. **Adequacy of Representation.** The Court finds that Class Counsel and Plaintiff have fully and adequately represented the Class for purposes of entering into and implementing the settlement and have satisfied the requirements of Florida Rule of Civil Procedure 1.220.

6. **Class Notice.** The Court finds that the distribution of the Class Notice, in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order, and as explained in the declarations filed at or before the Fairness Hearing:

a. constituted the best practicable notice to Class Members under the circumstances of this Action;

b. was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of this Action, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including without limitation final certification of the Class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of the Class's representation by Plaintiff or Class Counsel, the award of attorneys' fees and expenses to Class Counsel and/or the award of an incentive payment to the named Plaintiff), (iv) their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) if they did not exclude themselves from the Class, and (v) the binding effect of the orders and Final Approval Order and Declaratory Judgment in this Action, whether favorable or unfavorable, on all persons or entities who do not request exclusion from the Class;

c. was reasonable and constituted due, adequate and sufficient notice to all persons or entities entitled to be provided with notice; and

d. fully satisfied the requirements of the United States Constitution, the Florida Constitution, the Florida Rules of Civil Procedure, the Rules of this Court, and any other applicable rules or law.

7. **Final Settlement Approval.** The terms and provisions of the Settlement Agreement, including all amendments and exhibits, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable and adequate as to, and in the best interests of Plaintiff and the Class Members, and in full compliance with all applicable requirements of the Florida Rules of Civil Procedure, and any other applicable rules or laws. The Parties and Class Members are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions. Any and all objections to the Settlement Agreement have been considered by the Court and are hereby overruled.

8. **Binding Effect.** The terms of the Settlement Agreement and of this Final Approval Order and Declaratory Judgment shall be forever binding on Plaintiffs and all other Class Members, as well as their heirs, representatives, executors and administrators, successors and assigns, and those terms shall have res judicata and full preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits or other proceedings involve matters that were or could have been raised in this Action or are otherwise encompassed by the Release described in the next paragraph of this Final Approval Order and Declaratory Judgment.

9. **Release.** Upon the Effective Date, Plaintiff and all Class Members who have not timely opted out of the Class (as reflected in paragraph 4. above), together with their respective heirs, representatives, executors and administrators, successors, assigns or any other persons or entities claiming through or on behalf of Plaintiff or any such Class Members, shall be deemed to

have, and by operation of this Final Approval Order and Declaratory Judgment shall have fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties.

10. **Declaratory Relief.** A hospital rendering treatment to a person for a bodily injury covered by PIP insurance “may charge the insurer and injured party only a reasonable amount pursuant to this section for the services and supplies rendered.” Section 627.736(5)(a), Fla. Stat. As stated in Section 627.736(5)(a)1, Fla. Stat., the insurer “may limit reimbursement to 80 percent of the following schedule of maximum charges:

b. For emergency services and care provided by a hospital licensed under chapter 395, 75 percent of the hospital’s usual and customary charges.

...

d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.

...

e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.”

Fla. Stat. § 627.736(5)(a)1.

11. However, if an insurer limits payments as authorized by Fla. Stat. § 627.736(5)(a)1, the hospital “may not bill or attempt to collect from the insured any amount in excess of such limits, except for amounts that are not covered by the insured’s personal injury protection coverage due to the coinsurance amount or maximum policy limits.” Fla. Stat. § 627.736(5)(a)4.

12. Both Plaintiff and FHSC are in doubt as to FHSC’s rights to bill for its services and, therefore, a present ascertained controversy exists.

13. A bona fide, actual, present, practical need for the requested declaration of rights exists as the Parties seek to resolve the conflict as to how FHSC may bill prospective class members for its services and care.

14. The Parties have an actual, present, interest in the matter subject to this Final Approval Order and Declaratory Judgment.

15. The requested declaration does not merely seek the giving of legal advice.

16. Wherefore, Declaratory Judgment is **GRANTED** as set forth in paragraphs 17 through 30 of this Final Approval Order and Declaratory Judgment.

17. The rights of FHSC to bill for its services are dependent upon the application of section 627.736, Florida Statutes, entitled “Required personal injury protection benefits; exclusions; priority; claims.” If an insurer limits payments as authorized by section 627.736(5)(a)1, Florida Statutes, FHSC shall not bill or attempt to collect from a patient any amount in excess of the maximum reimbursement limits set forth in section 627.736(5)(a)1, Florida Statutes, except for amounts not covered by the insured’s PIP coverage due to the coinsurance amount or maximum policy limits. All amounts not covered by the PIP insurer’s payment or the patient’s/insured’s coinsurance amount may be billed to the Prospective Relief Class Member at FHSC’s billed or full rate without regard to the statutory reduction under section 627.736(5)(a)1, Florida Statutes. With regard to any deductible applied by a PIP insurer on FHSC’s bill, such deductible is applied prior to the PIP insurer’s obligation to pay FHSC’s bill, and is therefore not an amount covered by the PIP insurer’s payment or policy. A PIP insured patient is solely obligated to pay the deductible to FHSC. *See Progressive Select Ins. Co. v. Fla. Hosp. Med. Ctr.*, 260 So.3d 219, 221 (Fla. 2018). Therefore, the PIP deductible is applied prior to any statutory reduction to FHSC’s Hospital Charges pursuant to section 627.736(5)(a)1, Florida Statutes.

**Balance Billing of Emergency Services and Care
(Fla. Stat. § 627.736(5)(a)1.b.)**

A. Hospital Charges for Plaintiff Kelly Pontillo and PIP Coverage

18. By way of example, Plaintiff Kelly Pontillo's hospital charges for treatment at FHSC's emergency department was partially paid by her PIP insurance as follows:

Line	Date of Service	Rev Code	CPT/ HCPCS	MOD/TS	Units	Submitted Amount	Approved Amount	Reason Codes
1	04-28-2021 - 04-28-2021				1.00	\$585.00	\$438.75	SF149
2	04-28-2021 - 04-28-2021				1.00	\$37.00	\$27.75	SF149
3	04-28-2021 - 04-28-2021				1.00	\$216.00	\$162.00	SF149
4	04-28-2021 - 04-28-2021				1.00	\$1,416.00	\$1,062.00	SF149
5	04-28-2021 - 04-28-2021				1.00	\$869.00	\$651.75	SF149
6	04-28-2021 - 04-28-2021				1.00	\$0.01	\$0.01	SF149
7	04-28-2021 - 04-28-2021				1.00	\$3,705.00	\$2,778.75	SF149
8	04-28-2021 - 04-28-2021				1.00	\$0.01	\$0.01	SF149
9	04-28-2021 - 04-28-2021				1.00	\$4,393.00	\$3,294.75	SF149
10	04-28-2021 - 04-28-2021				1.00	\$2,190.00	\$1,642.50	SF149
11	04-28-2021 - 04-28-2021				1.00	\$214.00	\$160.50	SF149
12	04-28-2021 - 04-28-2021				1.00	\$428.00	\$321.00	SF149
Total Submitted Charges:						\$14,053.02		
Total Approved Amount:						\$10,539.77		
Amount Not Payable:						\$10,325.63		
Deductible:						\$0.00		
CoPay:						\$0.00		
Apportionment / Pro Rata:						\$0.00		
Offset:						\$0.00		
Previous Paid Amount:						\$0.00		
Paid Amount:						\$214.14		

19. FHSC provided \$14,053.02 of emergency services and care to Kelly Pontillo. FHSC sent the PIP insurer a bill for \$14,053.02 (the “**Hospital Charges**”). The PIP insurer, pursuant to Fla. Stat. § 627.736(5)(a)1.b., reduced the \$14,053.02 bill by 25%, leaving a bill for 75% of the Hospital Charges, that is \$10,539.77 (the “**PIP Allowed Amount**”). Pursuant to Fla. Stat. § 627.736(5)(a)1, the PIP insurer was obligated to pay FHSC 80% of the PIP Allowed Amount (80% of \$10,539.77 = \$8,431.82). However, only \$214.14 in PIP policy benefits remained for Kelly Pontillo. Accordingly, the PIP insurer only paid FHSC \$214.14. The PIP insurer did not apply a deductible to Kelly Pontillo's FHSC bill.

B. Application of Balance Billing Formula for Emergency Services and Care

20. To determine how much a patient, like Kelly Pontillo, owes FHSC pursuant to Fla.

Stat. § 627.736(5)(a)4, FHSC shall calculate its “**Balanced Bill**” as follows:¹

\$14,053.02	[Step 1] Hospital Charges
- \$ 0.00	[Step 2] Applied PIP Deductible
\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x .75	[Step 4] Statutory PIP Reduction ²
\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
- \$ 214.14	[Step 6] PIP Insurer’s Payment ³
- \$ 2,107.95	[Step 7] PIP Coinsurance Amount
\$ 8,217.68	[Step 8] PIP Allowed Amount Remaining
÷ .75	[Step 9] Reversal of Statutory PIP Reduction
\$10,956.91	[Step 10] Restored Balance
+ \$ 2,107.95	[Step 11] PIP Coinsurance Amount
+ \$ 0.00	[Step 12] Applied PIP Deductible
\$13,064.86	[Step 13] Balanced Bill owed by Patient/Insured

21. FHSC may apply the same interpretation of Fla. Stat. § 627.736(5)(a)1.b. and (5)(a)4 to the calculation of the balances owed—that is, the Balanced Bill—by all Prospective Relief Class Members.

C. Explanation of Balance Billing Formula for Emergency Services and Care

22. Explained another way, calculating the appropriate Balanced Bill requires this multi-step process to be followed:

¹ With the exception noted herein, all amounts are rounded to the nearest penny. Tenths of a penny from 0.001 to 0.004 are rounded down (e.g., \$100.124 is rounded down to \$100.12). Tenths of a penny from 0.005 to 0.009 are rounded up (e.g., \$100.127 is rounded up to \$100.13). However, with respect to Step 10 in the balance billing formula for inpatient or outpatient services, the “Restoration Number” used to restore the balance of hospital charges after PIP benefits exhaust must be rounded to six decimals, not two. For example, 0.7456638 would be rounded up to 0.745664, and 0.7456631 would be rounded down to 0.745663. These rounding principles apply throughout this Final Approval Order and Declaratory Judgment and to the formulas contained herein.

² See Fla. Stat. § 627.736(5)(a)1.b.

³ The PIP Insurer’s Payment is 80% of the PIP Allowed Amount unless PIP benefits exhaust before this 80% payment is satisfied in full.

- **Step 1:** FHSC calculates its “**Hospital Charges**” without regard to Fla. Stat. § 627.736 (the “**PIP Statute**”). In this case, FHSC charged \$14,053.02 in Hospital Charges for emergency services and care provided to Kelly Pontillo. FHSC then submits these Hospital Charges to the PIP insurer for processing of payment.

\$14,053.02 [Step 1] Hospital Charges

- **Step 2:** Once FHSC’s bill is received, the PIP insurer may apply a deductible to the Hospital Charges (the “**Applied PIP Deductible**”), which is not covered by the PIP insurer and is owed solely by the patient/insured. No PIP statutory reduction or coinsurance is calculated on the Applied PIP Deductible.

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible

- **Step 3:** The Applied PIP Deductible is subtracted from the Hospital Charges to create the hospital charges post PIP deductible (“**Hospital Charges Post PIP Deductible**”). Here, Kelly Pontillo’s PIP insurer did not apply a deductible to the Hospital Charges. Therefore, \$0.00 is subtracted from the Hospital Charges (\$14,053.02) resulting in Hospital Charges Post PIP Deductible of \$14,053.02.

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible

- **Step 4:** The appropriate statutory PIP reduction (“**Statutory PIP Reduction**”) is calculated pursuant to the relevant subsection of the PIP Statute. In the case of Kelly Pontillo, her Statutory PIP Reduction is calculated based upon Fla. Stat. § 627.736(5)(a)1.b. for emergency services and care, which reduces the Hospital Charges to “75 percent of the hospital’s usual and customary charges[.]” Within this formula, 75% is represented by 0.75.

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x	.75	[Step 4] Statutory PIP Reduction

- **Step 5:** The PIP allowed amount (“**PIP Allowed Amount**”) is calculated by applying the Statutory PIP Reduction to the Hospital Charges Post PIP Deductible. This is accomplished by multiplying the Hospital Charges Post PIP Deductible by 75% (or 0.75). Here, seventy-five percent (75%) of \$14,053.02 equals \$10,539.77.

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x	.75	[Step 4] Statutory PIP Reduction
	\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)

- **Step 6:** The PIP insurer then makes a payment of PIP benefits (the “**PIP Insurer’s Payment**”) on the PIP Allowed Amount. In instances applicable to this settlement, the PIP Insurer’s Payment is less than the PIP Allowed Amount. In this case, Kelly Pontillo only had \$214.14 of PIP coverage remaining at the time the PIP insurer made a payment on the Hospital Charges. Thus, the PIP Insurer’s Payment was \$214.14 and not the full PIP Allowed Amount of \$10,539.77.

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x	.75	[Step 4] Statutory PIP Reduction
	\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
-	\$ 214.14	[Step 6] PIP Insurer’s Payment

- **Step 7:** The PIP coinsurance amount (“**PIP Coinsurance Amount**”) is 20% of the PIP Allowed Amount. Here, the PIP Coinsurance Amount is \$2,107.95 (\$10,539.77 x 0.20 = \$2,107.95).

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x	.75	[Step 4] Statutory PIP Reduction
	\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
-	\$ 214.14	[Step 6] PIP Insurer's Payment
-	\$ 2,107.95	[Step 7] PIP Coinsurance Amount

- **Step 8:** The amount remaining following the PIP Insurer's Payment and the PIP Coinsurance Amount (the "**PIP Allowed Amount Remaining**") is then calculated. This amount is calculated by subtracting the PIP Insurer's Payment (\$214.14) and the PIP Coinsurance Amount (\$2,107.95) from the PIP Allowed Amount (\$10,539.77). Here, the PIP Allowed Amount Remaining is \$8,217.68 (\$10,539.77 - \$214.14 - \$2,107.95 = \$8,217.68).

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x	.75	[Step 4] Statutory PIP Reduction
	\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
-	\$ 214.14	[Step 6] PIP Insurer's Payment
-	\$ 2,107.95	[Step 7] PIP Coinsurance Amount
	\$ 8,217.68	[Step 8] PIP Allowed Amount Remaining

- **Step 9:** Under the settlement and pursuant to Fla. Stat. § 627.736(5)(a)1 & 4, all amounts not covered by the PIP Insurer's Payment or the Coinsurance Amount may be billed to the Prospective Relief Class Member at FHSC's billed or full rate without regard to the statutory reduction under section 627.736(5)(a)1, Florida Statutes. Accordingly, after PIP benefits exhaust FHSC must reverse the Statutory PIP Reduction for the remaining Hospital Charges Post PIP Deductible. Where emergency services and care have been provided to a patient and Fla. Stat. § 627.736(5)(a)1.b. has lowered the Hospital Charges to "75 percent of the hospital's usual and customary charges," FHSC must reverse this 25% reduction and restore the remaining Hospital Charges Post PIP Deductible giving proper credit for the PIP Insurer's Payment and any Coinsurance Amount. The denominator used to reverse the Statutory PIP Reduction is 0.75

because the Hospital Charges Post PIP Deductible were reduced to 75% of FHSC's usual and customary charges for emergency services and care.

\$14,053.02	[Step 1] Hospital Charges
- \$ 0.00	[Step 2] Applied PIP Deductible
\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x .75	[Step 4] Statutory PIP Reduction
\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
- \$ 214.14	[Step 6] PIP Insurer's Payment
- \$ 2,107.95	[Step 7] PIP Coinsurance Amount
\$ 8,217.68	[Step 8] PIP Allowed Amount Remaining
÷ .75	[Step 9] Reversal of Statutory PIP Reduction

- **Step 10:** If the PIP Allowed Amount is not satisfied by the PIP Insurer's Payment and PIP Coinsurance Amount, the Statutory PIP Reduction must be removed from the PIP Allowed Amount Remaining to restore the balance of Hospital Charges Post PIP Deductible (the "**Restored Balance**"). This is accomplished by dividing the PIP Allowed Amount Remaining by 0.75 (or 75%), thereby resulting in the following sum: $\$8,217.68 \div 0.75 = \$10,956.91$.

\$14,053.02	[Step 1] Hospital Charges
- \$ 0.00	[Step 2] Applied PIP Deductible
\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x .75	[Step 4] Statutory PIP Reduction
\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
- \$ 214.14	[Step 6] PIP Insurer's Payment
- \$ 2,107.95	[Step 7] PIP Coinsurance Amount
\$ 8,217.68	[Step 8] PIP Allowed Amount Remaining
÷ .75	[Step 9] Reversal of Statutory PIP Reduction
\$10,956.91	[Step 10] Restored Balance

- **Step 11:** Any unpaid PIP Coinsurance Amount is added back in. This amount for Kelly Pontillo is \$2,107.95.

\$14,053.02	[Step 1] Hospital Charges
- \$ 0.00	[Step 2] Applied PIP Deductible
\$14,053.02	[Step 3] Hospital Charges Post PIP Deductible
x .75	[Step 4] Statutory PIP Reduction
\$10,539.77	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
- \$ 214.14	[Step 6] PIP Insurer's Payment
- \$ 2,107.95	[Step 7] PIP Coinsurance Amount

	\$ 8,217.68	[Step 8] PIP Allowed Amount Remaining
÷	.75	[Step 9] Reversal of Statutory PIP Reduction
	<u>\$10,956.91</u>	[Step 10] Restored Balance
+	\$ 2,107.95	[Step 11] PIP Coinsurance Amount

- **Step 12:** The Applied PIP Deductible is then added back in. In Kelly Pontillo's case, it is \$0.00.

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	<u>\$14,053.02</u>	[Step 3] Hospital Charges Post PIP Deductible
x	.75	[Step 4] Statutory PIP Reduction
	<u>\$10,539.77</u>	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
-	\$ 214.14	[Step 6] PIP Insurer's Payment
-	<u>\$ 2,107.95</u>	[Step 7] PIP Coinsurance Amount
	\$ 8,217.68	[Step 8] PIP Allowed Amount Remaining
÷	.75	[Step 9] Reversal of Statutory PIP Reduction
	<u>\$10,956.91</u>	[Step 10] Restored Balance
+	\$ 2,107.95	[Step 11] PIP Coinsurance Amount
+	<u>\$ 0.00</u>	[Step 12] Applied PIP Deductible

- **Step 13:** The Balanced Bill owed is finally calculated by adding the Restored Balance (\$10,956.91) to the PIP Coinsurance Amount (\$2,107.95) and the Applied PIP Deductible (\$0). Here, the Balanced Bill is \$13,064.86 (\$10,956.91 + \$2,107.95 + \$0 = \$13,064.86).

	\$14,053.02	[Step 1] Hospital Charges
-	\$ 0.00	[Step 2] Applied PIP Deductible
	<u>\$14,053.02</u>	[Step 3] Hospital Charges Post PIP Deductible
x	.75	[Step 4] Statutory PIP Reduction
	<u>\$10,539.77</u>	[Step 5] PIP Allowed Amount (following Statutory PIP Reduction)
-	\$ 214.14	[Step 6] PIP Insurer's Payment
-	<u>\$ 2,107.95</u>	[Step 7] PIP Coinsurance Amount
	\$ 8,217.68	[Step 8] PIP Allowed Amount Remaining
÷	.75	[Step 9] Reversal of Statutory PIP Reduction
	<u>\$10,956.91</u>	[Step 10] Restored Balance
+	\$ 2,107.95	[Step 11] PIP Coinsurance Amount
+	<u>\$ 0.00</u>	[Step 12] Applied PIP Deductible
	<u>\$13,064.86</u>	[Step 13] Balanced Bill owed by Patient/Insured

- **Conclusion:** FHSC may Balance Bill Kelly Pontillo up to \$13,064.86 pursuant to section 627.736(5)(a)4, Florida Statutes. As noted, FHSC may apply the same interpretation of

Fla. Stat. § 627.736(5)(a)1.b. and (5)(a)4, and this formula, to calculate the Balanced Bill owed by all Prospective Relief Class Members who receive emergency services and care from FHSC and lack adequate PIP coverage to satisfy 80% of the PIP Allowed Amount under Fla. Stat. § 627.736(5)(a)1.b.

D. Balance Bill Formula to be Applied in Future Cases – Emergency Services and Care

23. As described above, FHSC shall apply the following formula in calculating the amount it may balance bill patients treated in the emergency department under Fla. Stat. § 627.736(5)(a)1.b.:

Hospital Charges – Applied PIP Deductible = **Hospital Charges Post PIP Deductible**

Hospital Charges Post PIP Deductible x Statutory PIP Reduction = **PIP Allowed Amount**

PIP Allowed Amount – PIP Insurer’s Payment – PIP Coinsurance Amount = **PIP Allowed Amount Remaining**

PIP Allowed Amount Remaining ÷ Reversal of Statutory PIP Reduction = **Restored Balance**

Restored Balance + PIP Coinsurance Amount + Applied PIP Deductible = **Balanced Bill owed by Patient/Insured.**

Balance Billing of Inpatient Services and Outpatient Services
(Fla. Stat. § 627.736(5)(a)1.d. & e.)

A. Application of Balance Billing Formula for Inpatient and Outpatient Services

24. For hospital inpatient and outpatient services (that is, services other than emergency services), Fla. Stat. § 627.736(5)(a)1.d. & e. entitle a PIP insurer to reduce its payment to two hundred percent (200%) of the Medicare Part A prospective payment. For inpatient and outpatient services provided under Fla. Stat. § 627.736(5)(a)1.d. & e., the PIP statute sets hospital reimbursement rates based upon the Medicare Part A fee schedules and the Diagnostic-related Group (DRG) reimbursement rates, irrespective of whether the patient is a Medicare beneficiary.

If FHSC provides inpatient or outpatient services to a patient with PIP insurance, then the PIP insurer will limit its payment to double (or 200%) the rate that Medicare Part A would pay for those services.

25. As an example, if FHSC provides \$21,000 of inpatient services to a patient with PIP insurance, and Medicare Part A would reimburse FHSC \$2,500 for those inpatient services, then the PIP insurer would be entitled to limit its payment to FHSC to \$5,000 (the “PIP Allowed Amount”). If the PIP insurer’s payment fails to cover 80% of the PIP Allowed Amount, FHSC is entitled to balance bill the remaining amount to the patient. However, this Balanced Bill would not be the remainder of the PIP Allowed Amount after the partial payment under PIP. Rather, FHSC would be allowed to reverse the statutory PIP reduction on the 80% portion of the PIP Allowed Amount remaining and restore the balance to FHSC’s original billed or full rate without regard to the statutory reduction under Fla. Stat. § 627.736(5)(a)1. All amounts not covered by the PIP insurer’s payment may be billed to the Prospective Relief Class Member at FHSC’s billed or full rate without regard to the statutory reduction under section 627.736(5)(a)1, Florida Statutes.

26. With regards to any PIP deductible required by a PIP insurer, such deductible is applied prior to the PIP insurer’s payment. Therefore, the PIP deductible is applied before any statutory reduction to the Hospital Charges under section 627.736(5)(a)1.d. & e., Florida Statutes. *See Progressive Select Ins. Co. v. Fla. Hosp. Med. Ctr.*, 260 So.3d 219, 221 (Fla. 2018); *see also Blum v. Progressive Select Ins. Co.*, Case No. SC18-502, 2022 WL 190654, at *1 (Fla. Jan. 21, 2022) (quashing and remanding case to apply PIP deductible for non-emergency services in light of the *Progressive* decision).

27. An example illustrates the proper balance billing procedure. Assuming \$21,000 in Hospital Charges for inpatient or outpatient services, a \$1,000 PIP deductible, and a \$1,000

payment from the PIP insurer, FHSC would be able to calculate the Balanced Bill owed by the patient/insured as follows:

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
\$20,000	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate ⁴
\$ 5,000	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment
- \$ 1,000	[Step 8] PIP Coinsurance Amount
\$ 3,000	[Step 9] PIP Allowed Amount Remaining
÷ .25	[Step 10] Restoration Number (Reversing Statutory PIP Reduction) ⁵
\$12,000	[Step 11] Restored Balance
+ \$ 1,000	[Step 12] PIP Coinsurance Amount
+ \$ 1,000	[Step 13] Applied PIP Deductible
\$14,000	[Step 14] Balanced Bill owed by Patient/Insured

⁴ Fla. Stat. § 627.736(5)(a)1.d. & e.

⁵ To reverse the statutory PIP reduction, FHSC must determine the percentage of Hospital Charges Post PIP Deductible that the PIP Allowed Amount represents. This number is used to reverse the statutory PIP reduction after PIP benefits exhaust (the “**Restoration Number**”). The Restoration Number will vary in every case because the difference between the Hospital Charges Post PIP Deductible and the PIP Allowed Amount will be different in every case. However, this figure can be readily calculated. Determining the Restoration Number is the key to restoration of the Hospital Charges Post PIP Deductible after the exhaustion of PIP benefits, while still giving proper credit to the statutory reduction applied before the PIP Insurer's Payment and the patient's PIP Coinsurance Amount. For Step 10, the following equation must be followed: *PIP Allowed Amount ÷ Hospital Charges Post PIP Deductible = Restoration Number*. In the above example, \$5,000 (PIP Allowed Amount) ÷ \$20,000 (Hospital Charges Post PIP Deductible) = 0.25 (Restoration Number). The Restoration Number is rounded to the nearest cent. Therefore, to restore the balance of Hospital Charges Post PIP Deductible after the exhaustion of PIP benefits, the Restoration Number must be applied to the PIP Allowed Amount Remaining. For calculation purposes, the following equation must be applied: *\$3,000 (PIP Allowed Amount Remaining) ÷ 0.25 (Restoration Number) = \$12,000 (Restored Balance)*. As noted above, because the PIP Allowed Amount Remaining in each case will represent a different percentage of the Hospital Charges Post PIP Deductible reduced pursuant to the PIP statute, the Restoration Number will vary by case. For example, if the PIP Allowed Amount Remaining had been 40% of the Hospital Charges Post PIP Deductible, then that amount (\$3,000) would be divided by 0.40, resulting in the following calculation: $\$3,000 \div 0.40 = \$7,500$.

28. FHSC may apply the same interpretation of Fla. Stat. § 627.736(5)(a)1.d. & e. and (5)(a)4 to the calculation of the balances owed—that is, the Balanced Bill—by all Prospective Relief Class Members.

B. Explanation of Balance Billing Formula for Inpatient and Outpatient Services

29. Explained another way, calculating the appropriate Balanced Bill requires this multi-step process to be followed:

- **Step 1:** FHSC calculates its Hospital Charges without regard to the PIP Statute. In this hypothetical, FHSC charged \$21,000 for inpatient or outpatient services provided to a patient (the “**Hospital Charges**”). FHSC then submits these Hospital Charges to the PIP insurer for processing of payment.

\$21,000 **[Step 1] Hospital Charges**

- **Step 2:** The PIP insurer may apply a deductible to the Hospital Charges (the “**Applied PIP Deductible**”), which is not covered by the PIP insurer and is owed solely by the insured/patient. Here, this hypothetical bill has a \$1,000 deductible.

\$21,000 **[Step 1] Hospital Charges**
- \$ 1,000 **[Step 2] Applied PIP Deductible**

- **Step 3:** The amount of the Applied PIP Deductible (\$1,000) is subtracted from the Hospital Charges (\$21,000) to calculate the amount of Hospital Charges remaining after application of the Applied PIP Deductible (the “**Hospital Charges Post PIP Deductible**”). Here, \$21,000 - \$1,000.00 = \$20,000.

\$21,000 **[Step 1] Hospital Charges**
- \$ 1,000 **[Step 2] Applied PIP Deductible**
\$20,000 **[Step 3] Hospital Charges Post PIP Deductible**

- **Step 4:** The Hospital Charges Post PIP Deductible are reduced to the amount collectible under Medicare Part A. In this example, the Medicare Part A rate is \$2,500 for the

inpatient/outpatient services FHSC provided to the patient.

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible

- **Step 5:** Pursuant to Fla. Stat. § 627.736(5)(a)1.d. & e., the PIP insurer must increase the amount collectible to 200% of the Medicare Part A Rate.

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate

- **Step 6:** The (“PIP Allowed Amount”) is calculated by multiplying the amount collectible under Medicare Part A (\$2,500) by 200% under Fla. Stat. § 627.736(5)(a)1.d. & e. Accordingly, the PIP Allowed Amount is \$2,500 x 2 (200%) = \$5,000.

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
\$ 5,000	[Step 6] PIP Allowed Amount

- **Step 7:** The PIP insurer then makes a payment of PIP benefits (the “**PIP Insurer’s Payment**”) on the PIP Allowed Amount. In instances where this formula is applicable, the PIP Insurer’s Payment is less than the PIP Allowed Amount. For instance, if the patient only has \$1,000 in PIP coverage remaining, the PIP Insurer’s Payment will be \$1,000 and not the full PIP Allowed Amount of \$5,000.

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
<u>\$ 5,000</u>	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment

- **Step 8:** The ("PIP Coinsurance Amount") is 20% of the PIP Allowed Amount.

Here, the PIP Allowed Amount is \$5,000. Therefore, the PIP Allowed Amount must be multiplied by 0.20 to determine the PIP Coinsurance Amount. This results in the following equation: \$5,000 x 0.20 = \$1,000.

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
<u>\$ 5,000</u>	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment
<u>- \$ 1,000</u>	[Step 8] PIP Coinsurance Amount

- **Step 9:** The ("PIP Allowed Amount Remaining") is then calculated. This amount is calculated by subtracting the PIP Insurer's Payment (\$1,000) and the PIP Coinsurance Amount (\$1,000) from the PIP Allowed Amount (\$5,000). Here, the Allowed Amount Remaining is \$3,000 (\$5,000 - \$1,000 - \$1,000 = \$3,000).

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
<u>\$ 5,000</u>	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment

<p>- <u>\$ 1,000</u></p> <p>\$ 3,000</p>	<p>[Step 8] PIP Coinsurance Amount</p> <p>[Step 9] PIP Allowed Amount Remaining</p>
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- **Step 10:** Under the settlement and pursuant to Fla. Stat. § 627.736(5)(a)1 & 4, all amounts not covered by the PIP Insurer’s Payment or the Coinsurance Amount may be billed to the Prospective Relief Class Member at FHSC’s billed or full rate without regard to the statutory reduction under Fla. Stat. § 627.736(5)(a)1.d. & e. PIP’s statutory fee reduction must be reversed on the Allowed Amount Remaining to restore FHSC’s Hospital Charges Post PIP Deductible after the exhaustion of PIP benefits, giving proper credit for the PIP Insurer’s Payment and the Coinsurance Amount. This requires application of a formula to determine the denominator used to reverse the statutory PIP reduction on the Allowed Amount Remaining (the “**Restoration Number**”).

- (a) Here, the Allowed Amount Remaining is \$3,000. PIP benefits have exhausted at this point. The PIP statutory reduction, therefore, must be reversed on this remaining \$3,000 to determine the amount which FHSC may balance bill the patient.

- (b) FHSC may reverse PIP’s statutory fee reduction on the Allowed Amount Remaining by determining the Restoration Number, that is, the percentage that the original PIP Allowed Amount (\$5,000) represents in relation to the Hospital Charges Post PIP Deductible (\$20,000). By determining the percentage reduction from the Hospital Charges Post PIP Deductible to the PIP Allowed Amount, FHSC can reverse PIP’s statutory reduction by applying that same percentage—in reverse—to the PIP Allowed Amount Remaining.

- (c) Therefore, to determine the Restoration Number the following equation must be followed: *PIP Allowed Amount ÷ Hospital Charges Post PIP Deductible = Restoration Number*. Here, \$5,000 (PIP Allowed Amount) ÷ \$20,000 (Hospital Charges Post PIP Deductible)

= 0.25. Accordingly, the Restoration Number in this example is 0.25.⁶

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
\$20,000	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
\$ 5,000	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment
- \$ 1,000	[Step 8] PIP Coinsurance Amount
\$ 3,000	[Step 9] PIP Allowed Amount Remaining
÷ .25	[Step 10] Restoration Number (Reversing Statutory PIP Reduction)

- **Step 11:** To achieve reversal of the PIP statutory fee reduction, FHSC must apply the Restoration Number to the PIP Allowed Amount Remaining. Essentially, by dividing the PIP Allowed Amount Remaining by the Restoration Number, FHSC can calculate the “**Restored Balance.**” In this example, the PIP Allowed Amount Remaining is \$3,000 and the Restoration Number designed to remove the PIP statutory fee reduction from that \$3,000 is 0.25. FHSC, therefore, can reverse PIP’s statutory fee reduction using the following equation: *PIP Allowed Amount Remaining ÷ Restoration Number = Restored Balance*. Putting all of the above together, \$3,000 (PIP Allowed Amount Remaining) ÷ 0.25 (Restoration Number) = \$12,000 (Restored Balance).

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
\$20,000	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
\$ 5,000	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment
- \$ 1,000	[Step 8] PIP Coinsurance Amount

⁶ To determine the percentage of Hospital Charges Post PIP Deductible that the PIP Allowed Amount represents, the sum of this equation—0.25—is multiplied by 100, which equals 25% (0.25 x 100 = 25%).

\$ 3,000	[Step 9] PIP Allowed Amount Remaining
÷ .25	[Step 10] Restoration Number (Reversing Statutory PIP Reduction)
<u>\$12,000</u>	[Step 11] Restored Balance

- **Step 12:** The PIP Coinsurance Amount (\$1,000) is then added back in if unpaid.

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
\$ 5,000	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment
- \$ 1,000	[Step 8] PIP Coinsurance Amount
\$ 3,000	[Step 9] PIP Allowed Amount Remaining
÷ .25	[Step 10] Restoration Number (Reversing Statutory PIP Reduction)
<u>\$12,000</u>	[Step 11] Restored Balance
+ \$ 1,000	[Step 12] PIP Coinsurance Amount

- **Step 13:** The Applied PIP Deductible (\$1,000) is then added back in if unpaid.

\$21,000	[Step 1] Hospital Charges
- \$ 1,000	[Step 2] Applied PIP Deductible
<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓	<i>Reduction Using Medicare Part A Rate</i>
\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x 200%	[Step 5] Increase in Medicare Part A Rate
\$ 5,000	[Step 6] PIP Allowed Amount
- \$ 1,000	[Step 7] PIP Insurer's Payment
- \$ 1,000	[Step 8] PIP Coinsurance Amount
\$ 3,000	[Step 9] PIP Allowed Amount Remaining
÷ .25	[Step 10] Restoration Number (Reversing Statutory PIP Reduction)
<u>\$12,000</u>	[Step 11] Restored Balance
+ \$ 1,000	[Step 12] PIP Coinsurance Amount
+ \$ 1,000	[Step 13] Applied PIP Deductible

• **Step 14:** The Balanced Bill owed is finally calculated by adding the Restored Balance (\$12,000) to the PIP Coinsurance Amount (\$1,000) and the Applied PIP Deductible (\$1,000). Here, the Balanced Bill is \$14,000 (\$12,000 + \$1,000 + \$1,000 = \$14,000).

	\$21,000	[Step 1] Hospital Charges
-	\$ 1,000	[Step 2] Applied PIP Deductible
	<u>\$20,000</u>	[Step 3] Hospital Charges Post PIP Deductible
↓		<i>Reduction Using Medicare Part A Rate</i>
	\$ 2,500	[Step 4] Medicare Part A Rate Applied to Hospital Charges Post PIP Deductible
x	200%	[Step 5] Increase in Medicare Part A Rate
	<u>\$ 5,000</u>	[Step 6] PIP Allowed Amount
-	\$ 1,000	[Step 7] PIP Insurer's Payment
-	<u>\$ 1,000</u>	[Step 8] PIP Coinsurance Amount
	\$ 3,000	[Step 9] PIP Allowed Amount Remaining
÷	.25	[Step 10] Restoration Number (Reversing Statutory PIP Reduction)
	<u>\$12,000</u>	[Step 11] Restored Balance
+	\$ 1,000	[Step 12] PIP Coinsurance Amount
+	<u>\$ 1,000</u>	[Step 13] Applied PIP Deductible
	\$14,000	[Step 14] Balanced Bill owed by Patient/Insured

- **Conclusion:** In the example above, FHSC may balance bill the patient up to \$14,000 pursuant to Fla. Stat. § 627.736(5)(a)4. As noted, FHSC may apply the same interpretation of Fla. Stat. § 627.736(5)(a)1.d. & e. and (5)(a)4 to balance bill all Prospective Relief Class Members who receive inpatient services or outpatient services, other than emergency services and care, from FHSC and lack adequate PIP coverage to satisfy 80% of the PIP Allowed Amount under Fla. Stat. § 627.736(5)(a)1.d. & e.

C. **Balance Bill Formula to be Applied in Future Cases – Inpatient/Outpatient Services**

30. FHSC shall apply the following formula in calculating the amount it can balance bill patients treated on an inpatient basis under Fla. Stat. § 627.736(5)(a)1.d. and outpatient basis under Fla. Stat. § 627.736(5)(a)1.e.:

Hospital Charges – Applied PIP Deductible = **Hospital Charges Post PIP Deductible**

Hospital Charges Post PIP Deductible reduced to **Medicare Part A Rate**

Medicare Part A Rate for specific inpatient services or outpatient services increased by 200% = **PIP Allowed Amount**

PIP Allowed Amount – PIP Insurer's Payment – PIP Coinsurance Payment = **PIP Allowed Amount Remaining**

PIP Allowed Amount Remaining ÷ Restoration Number (Reversing Statutory PIP Reduction) = **Restored Balance**

Restored Balance + PIP Coinsurance Amount + Applied PIP Deductible = **Balanced Bill owed by Patient/Insured.**

31. **Applicability of Formulas to Monetary Relief Class Members.** The formulas contained in paragraphs 17 through 30 shall be used to calculate the balances owed to FHSC by the Monetary Relief Class members and the amounts which FHSC has agreed to not attempt to collect pursuant to the Settlement Agreement. Further, said formulas shall be used to determine the minimum amounts of refunds FHSC shall distribute to the Monetary Relief Class members under Section 4 of the Settlement Agreement.

32. **Permanent Injunction.** All Class Members who have not timely excluded themselves from the Class (and therefore are not listed in Appendix “A”) are hereby permanently barred and enjoined from (a) filing, commencing, prosecuting, continuing to prosecute, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action and/or the Released Claims, and (b) organizing or soliciting the participation of any Class Members in a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit or other proceeding based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action and/or the Released Claims. The Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court’s jurisdiction over this Action and to protect and effectuate the Court’s Final Approval Order and Declaratory Judgment.

33. **Enforcement of Settlement.** Nothing in this Final Approval Order and Declaratory Judgment or any order entered in connection herewith shall preclude any action to enforce the terms of this Final Approval Order and Declaratory Judgment or the Settlement Agreement.

34. **Changes to PIP Statute.** If, in the future, Section 627.736(5)(a)4, Florida Statutes, is repealed or amended in any material way, the declaratory judgment set forth in paragraphs 17 through 30 of this Final Approval Order and Declaratory Judgment shall become null and void, and FHSC shall only be obligated to comply with the version of the law that is in effect at the time that FHSC renders medical services to a patient whose medical expenses are covered, in whole or in part, by PIP insurance.

35. **Attorneys' Fees and Expenses.** The Court approves the settlement of attorneys' fees and costs, pursuant to its Order dated _____, 2022.

36. **Incentive Awards.** The named Plaintiff is hereby awarded their class representative fee pursuant to the Settlement Agreement as compensation for their time and effort in connection with the litigation of this matter.

37. **Retention of Jurisdiction.** The Court shall have exclusive and continuing jurisdiction over the implementation, interpretation and execution of the Settlement Agreement; of any orders and this Final Approval Order and Declaratory Judgment entered by the Court; and/or of the conduct or the policies and procedures described herein, with respect to all Parties hereto and all beneficiaries hereof, including all Class Members.

38. **No Admissions.** Neither this Final Approval Order and Declaratory Judgment, nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to negotiate, effectuate and implement the Settlement Agreement) is, may be construed as, or may be used as an admission or concession by or against the Released Parties as to the validity of any

claim or any actual or potential fault or liability. Additionally, neither the Settlement Agreement nor any negotiations, actions, or proceedings related to it, shall be offered or received in evidence in any action or proceeding against any party hereto or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever, except to enforce the provisions of this Final Approval Order and Declaratory Judgment and the Settlement Agreement; provided, however, that this Final Approval Order and Declaratory Judgment and the Settlement Agreement may be filed and used in any action, arbitration or other proceeding against or by the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

39. **No Representations Regarding Taxes.** The Court finds that the Parties and their counsel have expressed no opinions concerning the tax consequences of the settlement to Class Members and have made no representations, warranties or other assurances regarding any such tax consequences. No opinions, representations, warranties, or other assurances shall be deemed to have been made by the Parties or their counsel with respect to any such tax consequences by virtue of the Settlement Agreement or by effectuating the settlement, and the Parties and their counsel shall not be responsible or liable for any such tax consequences that may occur.

40. **Dismissal of Action.** This Action, including all of the individual and class claims included therein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Class Members, without fees or costs to any party except as specifically provided in this Final Approval Order and Declaratory Judgment and incorporated Settlement Agreement.

41. **Continuing Jurisdiction.** Without affecting the finality of this Final Approval Order and Declaratory Judgment, the Court reserves continuing and exclusive jurisdiction over all

matters relating to the administration, implementation, effectuation and enforcement of this Final Approval Order and Declaratory Judgment.

DONE AND ORDERED in Chambers, in Tampa, Hillsborough County, Florida on this _____ day of _____, 2023.

HONORABLE PAUL L. HUEY
Circuit Court Judge

Conformed copies to:

- Craig E. Rothburd (*CERPA File No. 6954*)
- Scott R. Jeeves
- Casim A. Neff
- Simon Gaugush
- Austin M. Eason