

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

DOUGLAS BAUER, individually, and  
on behalf of all similarly situated,

Plaintiff,

v.

ST. JOSEPH'S HOSPITAL, INC., *et al.*,

Defendants.

Class Representation

Case No.: 19-CA-010837

Division: L

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**FINAL JUDGMENT GRANTING  
FINAL APPROVAL TO CLASS ACTION SETTLEMENT**

On February 26, 2021, this Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release<sup>1</sup> (the “**Settlement Agreement**”) between Plaintiff Douglas Bauer (“**Named Plaintiff**” or “**Plaintiff**”), on behalf of himself and all members of the Settlement Class, and Defendant St. Joseph’s Hospital, Inc. d/b/a St. Joseph’s Women’s Hospital, St. Joseph’s Children’s Hospital, St. Joseph’s Hospital – North, and St. Joseph’s Hospital – South; Defendant Morton Plant Hospital Association, Inc. d/b/a Morton Plant Hospital, Morton Plant North Bay Hospital, and Bardmoor Emergency Center; Defendant Trustees of Mease Hospital, Inc. d/b/a Mease Countryside Hospital and Mease Dunedin Hospital; Defendant St. Anthony’s Hospital, Inc.; Defendant Winter Haven Hospital,

<sup>1</sup> The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Final Judgment, and, unless otherwise indicated in this Final Judgment, capitalized terms in this Final Judgment shall have the meanings attributed to them in the Settlement Agreement.

Inc. d/b/a Winter Haven Women’s Hospital; Defendant South Florida Baptist Hospital, Inc.; and Defendant Bartow Regional Medical Center, Inc. (individually, jointly, and collectively, the “Hospitals”). The Court also provisionally certified the Settlement Class for settlement purposes only, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on June 2, 2021, at 1:30pm. The Court finds that the Class Notice substantially in the form approved by the Court in its preliminary approval order was given in the manner ordered by the Court, constitutes the best practicable notice under the circumstances, and was fair, reasonable, and adequate.

On June 2, 2021, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Named Plaintiff’s Amended Complaint on the merits and with prejudice in favor of the Hospitals and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award attorneys’ fees and costs to Class Counsel for the Settlement Class and whether and in what amount to award a Class Representative Service Award to Named Plaintiff Douglas Bauer.

**NOW, THEREFORE, IT IS ORDERED THAT:**

1. The Court has personal jurisdiction over the Parties and the Settlement Class Members, venue is proper, the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Order.

2. The Settlement Agreement was negotiated at arm’s length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the “**Litigation**” or the “**Action**”) and of the strengths and weaknesses of their respective positions. Further, settlement

occurred only after the Parties negotiated over a period of many months. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

3. The Court finds that the prerequisites for a class action under Florida Rule of Civil Procedure 1.220(a) and (b)(3) have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Named Plaintiff are typical of the claims of the Settlement Class they seek to represent; (d) Named Plaintiff and his counsel have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class Members, as defined, are ascertainable; and (g) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement, which shall consist of each person who at any time during the Class Period:

(1) received from the Hospital's emergency medical services and care that were covered by the person's PIP insurance governed by Section 627.736, Florida Statutes;

(2) entered into the Hospitals' standard form Patient Agreement and Consent for Facility Services;

(3) incurred medical bills from the Hospitals for which the person's PIP insurer reduced the Hospitals' charges to 80% of 75% of the Hospitals' usual and customary charges pursuant to Section 627.736(5)(a)l.b, Florida Statutes;

(4) were subsequently billed by the Hospitals for the unpaid balance of the Hospitals' charges that were covered and paid by PIP insurance;

(5) the Hospitals' billed charges were without the appropriate adjustment or reduction, to reflect the statutory discount imposed by Section 627.736(5)(a)l.b and 4.

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, including but not limited to those persons who negotiated and settled their balance with the Hospitals for less than the balance that would have been owed had the Hospitals applied the statutory PIP discount; and/or (b) are the subject of any pending litigation against any of the Hospitals.

5. The Court finally appoints the law firms of Craig Rothburd, P.A., Jeeves Law Group, P.A., de la Parte & Gilbert, P.A. and Neff Insurance Law, PLLC, as Class Counsel for the Settlement Class.

6. The Court finally designates Named Plaintiff Douglas Bauer as the Class Representative.

7. The Court makes the following findings concerning the notice provided to the Settlement Class.

a. The Court finds that the distribution of the Class Notice by United States Mail as provided for in the Settlement Agreement and Preliminary Approval Order, as well as the additional notice by email and phone as provided for in the Order Approving Amended Joint Stipulation to Issue Additional Class Notice (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object or to

exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States and Florida Constitutions, the Rules of this Court, and any other applicable law.

- b. The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Order (i) constitute the most effective and practicable notice of the Final Order, the relief available to Settlement Class Members pursuant to the Final Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States and Florida Constitutions, the Rules of the Court, and any other applicable law.

8. The Settlement Agreement is finally approved as fair, reasonable, and adequate pursuant to Rule 1.220(e). The terms and provisions of the Settlement Agreement, including all exhibits thereto, 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, each of the Parties and the Settlement Class Members.

9. The Parties are hereby directed to implement and comply with the Settlement Agreement according to its terms and provisions.

10. The Court hereby grants Class Counsel's Motion for Attorney's Fees and Costs and awards Class Counsel reasonable attorneys' fees and costs in the amount of \$275,000.00 payable pursuant to the terms of the Settlement Agreement. The Court also awards a reasonable Class Representative Service Award to Douglas Bauer in the amount of \$10,000.00 payable pursuant to the terms of the Settlement Agreement.

11. The terms of the Settlement Agreement and of this Final Order, including all exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the Named Plaintiff and Settlement Class Members.

12. The Class Releases, which are set forth in Section 11 of the Settlement Agreement, are expressly incorporated herein in all respects and are effective as of the date of this Final Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons from all Released Claims (as that term is defined in the Settlement Agreement).

13. The administration and compliance with the Settlement Agreement shall be under the authority of the Court. The Court retains jurisdiction to protect, preserve, administer, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases contained therein. The Court shall retain jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement and this Final Order.

14. Upon entry of this Final Judgment: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Releasing Person; and (iii) Settlement Class Members shall be permanently barred and enjoined from filing, commencing,

prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

15. Except to enforce the Settlement Agreement, neither the Settlement Agreement nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor any act performed, or document executed pursuant to or in furtherance of the Settlement Agreement, nor this Final Judgment, nor any of its terms and provisions, shall be:

- a. offered by any person or received against the Hospitals, the Plaintiff, or any Settlement Class Member as evidence or construed as or deemed to be evidence of any presumption, concession, or admission of the truth of the facts alleged by any person or the validity of any claim or defense that has been or could have been asserted in the Litigation or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, negligence, fault, or wrongdoing;
- b. offered by any person or received against the Hospitals, the Plaintiff, or any Settlement Class Member as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document or any other wrongdoing;
- c. offered by any person or received against the Hospitals, the Plaintiff, or any Settlement Class Member as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing

in any civil, criminal, or administrative action or proceeding; or

- d. offered or received in evidence in any action or proceeding against the Hospitals, the Plaintiff, or any Settlement Class Member in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to enforce or otherwise effectuate the Settlement Agreement (or any agreement or order relating thereto), including the Releases, or this Final Judgment.

16. This Final Judgment and the Settlement Agreement (including exhibits thereto) may be filed in any action asserting a Released Claim that may be brought against any Released Party in order to support any defense or counterclaim, whether legal or equitable, including, without limitation, those based on principles of *res judicata*, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

17. This Final Judgment shall be effective upon entry. In the event that this Final Judgment is reversed or vacated pursuant to a direct appeal in this Action, or the Settlement Agreement is terminated pursuant to its terms, all orders entered in connection herewith, including, but not limited to, the Court's Preliminary Approval Order and this Final Judgment, shall be null and void, and the Parties and this Action shall be restored to the status quo that existed prior to the entry of this Final Judgment.

18. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice as to the Named Plaintiffs and all other Settlement Class Members, without fees (including attorneys' fees) or costs to any party except as otherwise provided in this Final Judgment.

19. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Final Judgment, and unless otherwise indicated in this Final Judgment, capitalized terms in this Final Judgment shall have the meanings attributed to them in the Settlement Agreement.

20. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class, and their respective family members, heirs, guardians, administrators, executors, predecessors, successors, and assigns, shall be deemed as of the Effective Date, to have fully, conclusively, irrevocably, forever and finally released, relinquished, and discharged the Released Claims as against the Released Parties, and are, from this day forward, hereby permanently barred and enjoined from directly or indirectly filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any action in any jurisdiction for the Released Claims.

a. “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 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 any and all medical bills to the Class Member during the Class Period were not adjusted or reduced to reflect the statutory discounts described in Section 627.736(5)(a)1.b and 4, Florida Statutes, including but not limited to conduct, policies or practices concerning the application of those discounts.

b. “Released Parties” means, in all capacities, the Hospitals and any of their past or present divisions, parents, subsidiaries, predecessors, investors, parent companies, affiliates, and each and all of their 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 the Hospitals as independent contractors who separately and independently bill for their services.

21. Settlement Class Members shall promptly dismiss with prejudice all claims, actions, or proceedings that have been brought by any Settlement Class Member in any jurisdiction and that have been released pursuant to the Settlement Agreement and Final Judgment and enjoined pursuant to this judgment.

**DONE AND ORDERED** in chambers, in Tampa, Hillsborough County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Electronically Conformed 6/3/2021  
Darren D. Farfante

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DARREN D. FARFANTE  
Circuit Court Judge

***Conformed copies to:***

- Craig E. Rothburd
- Scott R. Jeeves
- Casim A. Neff
- David M. Caldevilla
- Brian J. Aungst, Jr.
- Scott W. Vieth
- Philip E. Rothchild