

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

CASE NO.: 17-cv-62462-CMA

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

CLASS REPRESENTATION

Plaintiffs,

v.

GEICO INDEMNITY COMPANY;
GEICO GENERAL INSURANCE COMPANY;
GEICO CASUALTY COMPANY; and
GOVERNMENT EMPLOYEES INSURANCE
COMPANY,

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or the “Settlement”) is entered into, subject to approval of the Court consistent with the Federal Rules of Civil Procedure, by and between Plaintiffs, Gregory Haskin Chiropractic Clinics, Inc. and Coastal Wellness Centers, Inc., on behalf of themselves and the Settlement Class Members (as defined below), and the GEICO COMPANIES (as defined below) in the Action (as defined below). The GEICO COMPANIES, Class Counsel (as defined below) and Plaintiffs stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement, and upon the Effective Date (as defined below), all claims of Plaintiffs and the Settlement Class Members claims against the GEICO COMPANIES in the Action shall be settled, compromised, released, and dismissed on the merits and with prejudice, upon the terms and conditions contained in this Agreement.

EXHIBIT 1

I. BACKGROUND

A. This Agreement is made with reference to and in contemplation of the following facts and circumstances:

1. The GEICO COMPANIES are insurance companies that at all relevant times were licensed to sell motor vehicle insurance in the State of Florida, as were certain of their affiliated insurance companies.

2. Plaintiffs are health care providers that provided health care services to the GEICO COMPANIES' insureds in Florida.

3. Consistent with the No-Fault Law and the PIP Statute, the GEICO COMPANIES issued motor vehicle insurance policies in Florida providing Personal Injury Protection ("PIP") coverage and other No-Fault Coverage to its insureds.

4. Pursuant to Section 627.736, Florida Statutes, Plaintiffs and other health care providers provided health care services to the GEICO COMPANIES' insureds, and directly billed the GEICO COMPANIES for those services pursuant to purported assignments of benefits.

5. On December 14, 2017, Plaintiff, Gregory Haskin Chiropractic Clinics, Inc., filed a Class Action Complaint seeking monetary damages and equitable relief against GEICO Indemnity Company, asserting that GEICO Indemnity Company underpaid PIP benefits for medical services by allegedly failing to properly apply the deductible authorized under Florida Statutes Section 627.739(2). This case was titled *Gregory Haskin Chiropractic Clinics, Inc. v. GEICO Indemnity Co.*, Case No. 17-cv-62462-CMA-BSS (the "Haskin Chiropractic Case").

6. On January 31, 2018, GEICO Indemnity Company filed a Motion to Dismiss the Complaint in the Haskin Chiropractic Case. Plaintiff, Gregory Haskin Chiropractic Clinics, Inc., filed its Notice of Voluntary Dismissal of Count III that sought a breach of contract

claim for Unpaid PIP Benefits on February 20, 2018. GEICO Indemnity Company therefore withdrew its pending Motion to Dismiss and filed its Answer and Affirmative Defenses on March 14, 2018.

7. On December 28, 2018 Plaintiff, Coastal Wellness Centers, Inc., filed a Class Action Complaint seeking monetary damages and equitable relief against GEICO General Insurance Company in connection with its application of the PIP deductible in processing PIP claims. This case was titled *Coastal Wellness Centers, Inc. a/a/o Manuel St. Pierre v. GEICO General Ins. Co.*, Case No. 18-cv-63168 (the “Coastal Wellness Case”). GEICO General filed its Answer and Affirmative Defenses on March 4, 2019.

8. On April 12, 2018, the Court entered a stay jointly requested by the Parties in the Haskin Chiropractic Case pending the Florida Supreme Court decision in *Progressive Select Insurance Company v. Florida Hospital Medical Center a/a/o Jonathan Parent*, Florida Supreme Court Case No. SC18-278. A decision was issued in the *Florida Hospital Medical Center* case in December 2018. The Court thereafter ordered the Parties in the Haskin Chiropractic Case to mediation.

9. On July 29, 2019, the Amended Class Action Complaint was filed in the Haskin Chiropractic Case, which added a breach of contract claim; Plaintiff, Coastal Wellness Centers, Inc.; and two additional Defendants – GEICO Casualty Company and GEICO General Insurance Company (the “Amended Complaint”). The Amended Complaint in the Haskin Chiropractic Case therefore added the claims and Parties involved in the Coastal Wellness Case. Accordingly, Plaintiff, Coastal Wellness Centers, Inc., dismissed the Coastal Wellness Case pursuant to a Joint Stipulation on August 6, 2019.

10. The Amended Complaint asserts three proposed class claims: Count I – Declaratory Judgment; Count II – Injunctive Relief; and Count III – Breach of Contract (Unpaid PIP Benefits). The GEICO COMPANIES filed their Answer and Affirmative Defenses to the Amended Complaint on August 12, 2019.

B. The Parties engaged in multiple formal mediation sessions in the Action. The Parties began the mediation process with Mediator, Rodney A. Max, on February 14, 2019 in the Haskin Chiropractic Case. The Parties also mediated the Coastal Wellness Case given the similarities between the Parties and issues involved in both cases. The Parties also engaged in extensive additional discussions and hard fought negotiations. On July 13, 2019, the Parties filed a Joint Status Report notifying the Court that they reached agreement on the principle terms of a proposed class settlement.

C. The Parties also engaged in both formal and informal confirmatory discovery regarding the claims and defenses at issue, including the exchange of documents and an extensive deposition of the GEICO COMPANIES' Corporate Representative pursuant to Federal Rule of Civil Procedure 30(b)(6).

D. The GEICO COMPANIES vigorously deny the claims asserted in the Action and deny all allegations of wrongdoing and liability. The GEICO COMPANIES maintain that they have consistently acted in accordance with governing law and have indicated their intent to contest the claims against them in the Action. The GEICO COMPANIES have nonetheless concluded that it is in their best interest that the Action be settled on the terms and conditions set forth in this Agreement. The GEICO COMPANIES have reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of resolving the Action, the expense that would be necessary to defend the Action throughout trial and any appeals that might be taken, the

benefits of disposing of protracted and complex litigation, and the desire of the GEICO COMPANIES to conduct its business unhampered by the distractions of continued litigation.

E. Plaintiffs and Class Counsel have investigated the facts and law underlying the claims asserted in the Action. Plaintiffs and Class Counsel believe that the claims asserted in the Action have substantial merit. Class Counsel has also engaged in numerous discussions with the GEICO COMPANIES' Counsel regarding those claims. Class Counsel has also examined the benefits to be obtained under the terms of the Settlement and has considered the costs, risks and delays associated with the continued prosecution of this complex and time consuming litigation and the likely appeals of any favorable rulings. Plaintiffs and Class Counsel believe that, in consideration of all the circumstances and after prolonged and serious arm's-length negotiations with the GEICO COMPANIES and its counsel, the Settlement reflected in this Agreement is fair, reasonable, adequate and in the best interests of Plaintiffs and the Settlement Class Members.

F. The GEICO COMPANIES have agreed to the class treatment of the claims asserted in the Action solely for the purpose of effectuating the compromise and settlement of those claims on a class basis, and deny that the Action could properly proceed on a class basis for purposes of litigation and trial.

G. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any Party except to enforce the terms of the Settlement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth in this Agreement.

H. The Parties acknowledge that it is their intent to consummate the Settlement and this Agreement and agree to cooperate and use their best efforts to effectuate and implement the terms and conditions of this Agreement.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Plaintiffs and the GEICO COMPANIES agree to the Settlement, subject to approval by the Court, as follows:

II. DEFINITIONS

A. In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. “Action” and the “Haskin Chiropractic Case” mean *Gregory Haskin Chiropractic Clinics, Inc. and Coastal Wellness Centers, Inc. v. GEICO Indemnity Co., GEICO Gen. Ins. Co., Government Employees Ins. Co. and GEICO Casualty Co.*, Case No. 17-cv-62462-CMA-BSS, pending in the United States District Court for the Southern District of Florida.

2. “Agreement” means this Settlement Agreement and Release and the attached exhibits.

3. “Claim Form” means the claim form to be submitted by Settlement Class Members pursuant to Section III.E of this Agreement, in the form attached as Exhibit B.

4. “Claim Period” means the period of time in which a Settlement Class Member must submit a Claim Form to be eligible to receive monetary relief as part of the Settlement. The Claim Period shall conclude no later than one hundred and fifty (150) days from that Class Notice mailing date.

5. “Claims Administrator” means the third party administrator agreed to by the Parties and approved by the Court.

6. “Class Counsel” means Tod Aronovitz and Barbara Perez of Aronovitz Law and Theophilos Pouloupoulos of The Schiller Kessler Group.

7. “Class Notice” means all types of notice that will be provided to the Settlement Class pursuant to this Agreement, including Direct Mail Notice and Website Notice, as well as any additional notice agreed to by the Parties and approved by the Court prior to dissemination.

8. “Class Period” is defined according to which GEICO COMPANIES entity issued the applicable insurance policy. The Class Period for each GEICO COMPANIES entity will be the period five (5) years prior to the date the Litigation was filed against the entity (or the date the entity was added to the Litigation) through the date of preliminary approval.

9. “Court” means the United States District Court for the Southern District of Florida.

10. “Effective Date” means the fifth business day after the last of the following dates:

- a) The GEICO COMPANIES’ Counsel and Class Counsel have executed this Agreement on behalf of their respective clients;
- b) the Court has entered the Final Approval Order substantially in the form attached as Exhibit D; and
- c) the Final Approval Order has become a final, non-appealable judgment approving the Settlement in all respects and no longer subject to review, rehearing, appeal, petition for allowance of appeal, petition for certiorari, or other review of any kind.

11. “Fairness Hearing” means the hearing at which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and determining the amount of fees, costs and expenses to be awarded to Class Counsel and the amount of the incentive payments to be awarded to Plaintiffs.

13. “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing, substantially in the form attached as Exhibit D.

14. “Mediator” means Rodney Max of Upchurch Watson White & Max.

15. “Notice Program” means the methods provided for in this Agreement for giving notice of the Settlement as provided in Section III.D of this Agreement.

16. “Notice Deadline” means the first business day forty-five (45) days following entry of the Preliminary Approval Order.

17. “No-Fault Coverage” means first party no-fault coverage issued by the GEICO COMPANIES in Florida, including PIP and Medical Payments coverages.

18. “No-Fault Law” means the Florida Motor Vehicle No-Fault Law, Sections 627.730-627.7405, Florida Statutes, and with respect to any applicable insurance policy, means the version of the No-Fault Law applicable to that policy.

19. “Opt-Out and Objection Deadline” means the first business day seventy-five (75) days after the Notice Deadline.

20. “Party(ies)” means Plaintiffs, individually and as Class Representatives, and the GEICO COMPANIES.

21. “Person(s)” means, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. The definition of “Person” does not include any governmental agencies or governmental actors, including, without limitation, any state Attorney General’s office.

22. “PIP” means personal injury protection insurance, and when referring to PIP coverage means personal injury protection coverage provided under an applicable insurance policy.

23. “PIP Statute” means Section 627.736 of the No-Fault Law, and with respect to any particular insurance policy, means the version of the Section 627.736 applicable to that policy.

24. “Preliminary Approval” means the Court’s preliminarily approval of the Settlement.

25. “Preliminary Approval Order” means the Court order preliminarily approving the Settlement substantially in the form attached as Exhibit C.

26. “Releases” means all of the releases contained in this Agreement.

27. “Released Claims” means all claims to be released as set forth in this Agreement.

28. “Released Parties” means the GEICO COMPANIES, any person or entity covered or insured by the GEICO COMPANIES, and any third party that provided medical bill review or audit services to the GEICO COMPANIES and that provided those services with respect to the claims raised in the Action, and each of their respective present and former affiliates and related companies, officers, directors, employees, insurers, insureds, attorneys, predecessors, successors, assigns, and/or anyone acting or purporting to act for them or on their behalf.

29. “Releasing Parties” means Plaintiffs and each and every Settlement Class Member who has not been recognized by the Court as excluded from the Settlement Class, on behalf of themselves and each of their respective heirs, trustees, executors, administrators, representatives, fiduciaries, principals, beneficiaries, assigns, agents, attorneys, partners,

successors and predecessors-in-interest, and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

30. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and the attached exhibits.

31. “Settlement Administration Costs” means (i) all costs of providing notice to Persons in the Settlement Class (including, but not limited to, Direct Mail Notice and Website Notice, and any additional notice that might be agreed to by the Parties and/or approved and ordered by the Court); (ii) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing settlement payments and Claim Forms and the cost of maintaining a designated post office box for receiving Claim Forms; and (iii) the fees, expenses and all other costs of the Claims Administrator.

32. “Settlement Benefits” means the following benefits available to Settlement Class Members and set forth in greater detail below:

a) Readjustment of Claim. The GEICO COMPANIES will readjust settlement claims as set forth below in this Agreement.

b) Enhanced Relief. The GEICO COMPANIES will further make available to Settlement Class Members an amount equal to ten percent (10%) of the additional amount paid on a Valid Settlement Claim as set forth below. Settlement Class Members will also be paid interest at a rate of ten percent (10%) on the additional amount paid on each Valid Settlement Claim.

c) Submission Compensation. The GEICO COMPANIES will also pay a postage and submission payment of Five Dollars (\$5) for each Valid Settlement Claim.

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

34. “Settlement Class Member” means any Person or entity in the Settlement Class.

35. The “Settlement Website” means the publically available website, URL, layout, content, and SEO which shall be reviewed and agreed to by the Parties. Settlement Class Members can visit the Settlement Website to read and request information regarding the Settlement.

35. “Successful Opt-Out” means any Person or entity who timely and validly exercises his, her, or its right to Opt-Out of the Settlement Class, pursuant to this Agreement and Federal Rule of Civil Procedure 23, but shall not include (a) a Person or entity whose Opt-Out is challenged by Plaintiffs or the GEICO COMPANIES, and the challenge is not overruled by the Court or withdrawn by the Party asserting the challenge, and (b) a Person or entity whose communication is not treated as an Opt-Out as provided in this Agreement.

36. The “GEICO COMPANIES” means collectively Defendants, GEICO General Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company and GEICO Casualty Company.

37. The “GEICO COMPANIES’ Counsel” means Smith, Gambrell & Russell, LLP.

38. “Tolling Letters” mean the letters to be sent by the GEICO COMPANIES in response to notices of intent to initiate litigation under Chapter 627 of the Florida Statutes or civil remedies notices under Chapter 624 of the Florida Statutes received from Settlement Class Members on or after the date of preliminary approval substantially in the form attached as Exhibit E.

39. “Valid Claim Form” means a Claim Form submitted by a Settlement Class Member that (a) is submitted in accordance with the directions included in the Claim Form and this Settlement Agreement; (b) is accurately and fully completed and includes all of the information and attestations requested in the Claim Form; (c) is signed by a Settlement Class Member or Person with authority to sign for and bind a Settlement Class Member, subject to penalty of perjury; and (d) is returned via mail and postmarked or uploaded to the Settlement Website established and maintained by the Claims Administrator by the Claims Deadline. The Claims Administrator may require additional information from a Settlement Class Member to validate the Claim Form. The Parties will attempt in good faith to resolve any issues regarding the validity of a Claim Form submitted by a Settlement Class Member. Any such issues the Parties are unable to resolve will be resolved by a neutral third-party agreed upon by the Parties.

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41. “Website Notice” means the Direct Mail Notice made available on the Settlement Website pursuant to this Agreement and substantially in the form attached as Exhibit A.

B. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. TERMS OF SETTLEMENT

A. The Settlement Class.

Plaintiffs and the GEICO COMPANIES agree and stipulate that a Settlement Class should be certified as a Rule 23(b)(3) opt out class (with a Rule 23(b)(2) component as set forth below) for settlement purposes only, by order of the Court, subject to the exclusions set forth below, to be defined as follows:

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

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

The following claims of Settlement Class Members shall be outside of the scope of the Settlement Agreement and the Released Claims, but shall not otherwise affect membership in the Settlement Class: (1) any claims resolved by separate settlement, dismissal with prejudice, or full payment in response to a demand letter; (2) any claims that are the subject of an individual (not on behalf of a proposed class) lawsuit that has been filed and remains pending as of the Court's Order of Preliminary Approval; (3) any claims where insurance benefits exhausted prior to the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later; and (4) any claims that are denied during the settlement claims process on the grounds that the claim is outside the scope of the Settlement Agreement.

When a PIP or other no-fault claim includes both medical services within the scope of the Settlement Agreement and others outside the scope of the Settlement Agreement, the Settlement Agreement and Release will apply but only to those medical services within the scope of the Settlement Agreement.

B. Certification of the Settlement Class for Settlement Purposes. Solely for the purposes of settling the Action, providing Class Notice, and implementing this Agreement, the Parties agree to certification of the Settlement Class for settlement purposes only. Certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of a litigation class is appropriate, nor are the GEICO COMPANIES precluded from challenging class certification in further proceedings in this Action or in any other action or proceeding if the Settlement is not finalized or finally approved or is materially altered by the Court or any appellate court. If the Settlement is not finally approved for any reason whatsoever or is materially altered by the Court or any appellate court, the certification of the Settlement Class shall be void and vacated, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Party to either request or oppose class certification. In such event, no doctrine of waiver, estoppel or preclusion may be asserted in any litigated certification proceedings in this Action or in any other action or proceeding. No agreements made by or entered into by the GEICO COMPANIES in connection with the Settlement may be used by Plaintiffs, any Person in the proposed Settlement Class or any other Person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other action or proceeding.

C. Preliminary Approval: The Parties will move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit C, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected in this Agreement as sufficiently fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) certify the Settlement Class for settlement purposes only and appoint Plaintiffs as class representatives and Class Counsel as counsel for the Settlement Class for settlement

purposes only; (c) approve the forms of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement; (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class, and set the Opt-Out and Objection Deadline; (f) approve the Claim Form substantially in the form attached as Exhibit B and the claims process described in this Agreement; (g) pending final determination of whether the Settlement should be approved, bar and preliminarily enjoin all Settlement Class Members, directly, on a representative basis or in any other capacity, from commencing, prosecuting, intervening in, or participating as a plaintiff or class member in any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims against any of the Released Parties; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) approve and appoint a Claims Administrator to perform the tasks as set forth in this Agreement; (j) provide that no discovery (except for reasonable confirmatory discovery requested by Class Counsel) with regard to the Settlement Agreement or the proposed Settlement and its administration shall be permitted by any Settlement Class Member or any other Person, other than as may be directed by the Court upon a proper showing seeking such discovery by motion properly filed with this Court, noticed and served in accordance with the governing rules of procedure; (k) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than fourteen (14) days after the Opt-Out and Objection Deadline and provide that this hearing may, from time to time without further notice to the Settlement Class, be continued or adjourned by order of the Court; and (l)

approve the Tolling Letters to be sent by the GEICO COMPANIES in response to notices of intent to initiate litigation under Chapter 627 of the Florida Statutes or civil remedies notices under Chapter 624 of the Florida Statutes received from Settlement Class Members on or after the date of preliminary approval substantially in the form attached as Exhibit E.

D. Claims Administration.

The Claims Administrator shall, subject to the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a cost effective and timely manner. The Claims Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Claims Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and the GEICO COMPANIES' Counsel promptly upon request.

The Claims Administrator shall also provide reports and other information to the Court as the Court may require. The Claims Administrator shall promptly upon request provide Class Counsel and the GEICO COMPANIES' Counsel with information concerning Notice, administration and implementation of the Settlement Agreement. Should the Court request or should it be reasonably advisable to do so, the Parties, in conjunction with the Claims Administrator, shall submit a timely report to the Court summarizing the work performed by the Claims Administrator. Without limiting the foregoing, the Claims Administrator shall:

- a) promptly forward upon request to the GEICO COMPANIES' Counsel and Class Counsel copies of all documents and other materials relating to the administration of the Settlement Agreement;
- b) receive Opt-Out Requests from Settlement Class Members and promptly provide to Class Counsel and the GEICO COMPANIES' Counsel a copy thereof upon receipt. If the Claims Administrator receives any Opt-Out Requests from Settlement Class Members after the Opt-Out Deadline, the Claims Administrator shall promptly provide

copies thereof to Class Counsel and the GEICO COMPANIES' Counsel;

- c) provide reports and summaries, as requested, to Class Counsel and the GEICO COMPANIES' Counsel, including without limitation reports regarding the number of Claim Forms received and the identity of the Settlement Class Members;
- d) employ reasonable procedures to screen Claims Forms for fraud, and shall reject a Claim Form, or any part of a claim for a payment reflected therein, where the Claims Administrator determines that there is evidence of fraud. The Claims Administrator will review each Claim Form based upon the initial submission by Settlement Class Members and ensure that each is complete;
- e) prepare a declaration attesting to compliance with the Class Notice requirements set forth in this Agreement and identifying all Opt-Outs and/or objectors. The declaration shall be provided to the GEICO COMPANIES' Counsel and Class Counsel for filing with the Court no later than fourteen (14) days prior to the Fairness Hearing;
- f) issue Settlement Benefit checks on Valid Claim Forms. Settlement Benefit checks issued pursuant to this Agreement shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue. To the extent that a Settlement Benefit check issued to a Settlement Class Member is not cashed within one hundred and eighty (180) days after the date of issue, the check will be void and deemed unclaimed property. Accordingly, no uncashed Settlement Benefit checks will revert to the GEICO COMPANIES; and
- g) issue IRS 1099 forms as required by the Internal Revenue Code.

E. Class Notice. The Claims Administrator shall provide Class Notice in the forms approved by the Court, as detailed below.

1. Direct Mail Notice. The Claims Administrator shall provide for Direct Mail Notice to Settlement Class Members. This Direct Mail Notice shall be in a manner agreed to by the Parties and approved by the Court, and will be substantially in the form of the Direct Mail Notice attached as Exhibit A. The Direct Mail Notice shall include the Claim Form and refer possible Settlement Class Members to the Website Notice on the Settlement Website and provide a toll-free number for obtaining details regarding the Settlement and the Claim Form. In the event

that any Direct Mail Notice is returned to the Claims Administrator, the Claims Administrator shall resend by First-Class Mail, postage prepaid, the Class Notice to the forwarding address, if one is provided by the United States Post Office. For any other Direct Mail Notices that are returned as undeliverable, the Claims Administrator shall conduct a search for alternative or updated addresses, and upon identification of an evidently valid alternative address, will resend the Direct Mail Notice to the Settlement Class Member. In the event that any Direct Mail Notice is returned as undeliverable a second time, no additional mailing shall be required or performed by the Claims Administrator or the Parties. The Parties and their counsel shall not issue additional or supplemental notice absent the consent of all Parties and prior Court approval.

2. Settlement Website and Website Notice. The Claims Administrator will, within forty-five (45) days of the entry of the Preliminary Approval Order, establish and maintain a Settlement Website, which shall be interactive and dedicated to the Settlement. The Settlement Website shall post the Claim Form, a copy of this Agreement, the Preliminary Approval Order, the Website Notice, Class Counsel's request for attorneys' fees and costs, Class Counsel's request for a class representative award, and any other materials the Parties agree to include. These documents shall be available on the Settlement Website no later than the Notice Deadline. The Claims Administrator shall secure a URL for the Settlement Website selected by the GEICO COMPANIES' Counsel and approved by Class Counsel. Ownership of the Settlement Website URL shall be transferred to the GEICO COMPANIES within ten (10) days of the date which operation of the Settlement Website ceases.

3. CAFA Notice. Pursuant to 28 U.S.C. § 1715(b), not later than ten (10) days after this Agreement is filed with the Court, the GEICO COMPANIES and/or the Claims Administrator shall at their own expense serve upon the Attorneys General of each state in which

there are members of the Settlement Class, the Attorney General of the United States, and other required government officials, notice of the proposed Settlement. The GEICO COMPANIES shall be responsible for filing a notice with the Court indicating compliance with the requirements of 28 U.S.C. § 1715(b).

E. Claim Forms.

1. To be eligible for the Settlement Benefits, Settlement Class Members must make a qualifying Claim Form submission. A Claim Form submission will be qualifying if it is timely submitted and in conformance with this Agreement. A Claim Form submission may encompass multiple bills or services under an insurance claim (i.e., a claim arising under the same accident, and typically having a unique claim number). However, a separate Claim Form will be required for bills and services rendered under separate insurance claims for treatment to different insureds and/or from different accidents.

2. Claim Forms must be sent by First-Class Mail, postage prepaid, to the Claims Administrator or uploaded to the Settlement Website established and maintained by the Claims Administrator. The Claim Form must be submitted to the Claims Administrator and postmarked no later than one hundred and eighty (180) days from that initial Class Notice mailing date.

3. Components of Claim Form: The Parties agree that the size, format, and/or layout of the Claim Form may be modified by mutual agreement of the Parties without the need for Court approval, provided that any such modifications are consistent with the general intent of this Settlement Agreement. A Claim Form shall be substantially in the form of the “Claim Form” attached as Exhibit B and shall include the following:

a) Identification of Settlement Class Member. A Claim Form submission should identify the Settlement Class Member's name and any potentially applicable aliases (e.g., d/b/a, registered fictitious names, or other names under which bills are submitted); the Settlement Class Member's federal tax identification number (if an entity), or last four digits of the Social Security Number (if a natural person); and a current address for sending Settlement related communications and payment.

b) Identification of Patient and Claim. A Claim Form submission must identify the name of the person who received treatment under the PIP or other applicable No-Fault Coverage, and to the extent available to the Settlement Class Member, the GEICO COMPANIES' claim number and/or applicable policy number.

c) Attestations: The person submitting a Claim Form must attest and affirm the following: (i) the person submitting the Claim Form has reviewed the Direct Mail Notice, and reasonably believes that the submitter, or the person or entity on whose behalf the submitter is acting, is a Settlement Class Member entitled to relief under the proposed Settlement; (ii) the Settlement Class Member holds an assignment of benefits and has the legal right to receive PIP or other no-fault benefits under the subject insurance claim; (iii) no rights or claims asserted by the Claim Form have been discharged, settled, or released; (iv) whether a PIP deductible was collected from the GEICO COMPANIES' insured or another source and, to the extent that a deductible was collected, the source and amount of the deductible collected; (v) the Settlement Class Member has provided the available documents relating to the submission; (vi) the Settlement Class Member has not received payment from another source for the medical services for which a Settlement payment is sought (e.g., Medicare or a Medicare Advantage Organization), or if such

a payment has been received it will be promptly reimbursed to the other payment source; and (vii) the Settlement Class Member agrees to cooperate in providing additional information as needed.

4. Defective or Incomplete Claim Forms. If a timely submitted Claim Form is deemed defective as incomplete or otherwise defective by the Claims Administrator or the GEICO COMPANIES, the Settlement Class Member will be sent written notice of such defect within sixty (60) days from the date the Claim Form is submitted, and the Settlement Class Member will have thirty-five (35) days from the date that the written notice of defect is mailed to send a cure to the Claims Administrator.

Failure to sign a Claim Form will be a material defect justifying denial of the Settlement Claim if such defect is not cured after written notice, as provided above. Any other defect will be deemed non-material, unless it renders administration of the Settlement Claim impracticable (e.g., the GEICO COMPANIES' inability to identify the no-fault claim through electronic search with information provided). If a defect is not cured and is deemed material, Class Counsel will be notified of the circumstances and provided an additional thirty (30) days from the date of receiving such notification to assist the Settlement Class Member with curing the Claim Form. A timely submitted Claim Form will not be untimely due to a defect as provided above; however, the Claim Form will be deemed submitted as of the date the defect is cured for purposes of measuring available no-fault benefits.

F. Settlement Benefits.

1. Settlement Class Members who complete, sign and timely submit a Claim Form will be eligible for the following benefits:

a) Readjustment of Claim. The GEICO COMPANIES will readjust Settlement Claims as follows: For the subject PIP claim, all charges previously applied to the

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

b) Enhanced Relief. The GEICO COMPANIES will further pay to Settlement Class Members an amount equal to ten percent (10%) of the additional amount paid on a Valid Claim Form. Settlement Class Members will also be paid interest at a rate of ten percent (10%) on the additional amount paid on a Valid Claim Form.

c) Submission Compensation. Settlement Class Members who submit a Valid Claim Form shall also receive a payment to offset postage and time in the flat amount of Five Dollars (\$5) per separate Valid Claim Form that has been submitted (i.e., if a provider has treated three (3) separate insureds and thereby must submit three (3) separate Claim Forms, that provider will be entitled to Fifteen Dollars (\$15) in Submission Compensation). Claim Forms that are otherwise qualifying, but for which no other payment will be made due to exhaustion of benefits, will nonetheless receive the Submission Compensation.

2. All coverage terms or payment limitations provided under the applicable insurance policy and the Florida Motor Vehicle No-Fault Law shall continue to apply. The coverage benefits remaining under the applicable policy limits as of the date the Claim Form is submitted shall be applied (amounts payable on the insurance claim received after the Claim Form is submitted shall not be applied as a further limitation on the amount of a Settlement Benefits payment). Claim Forms shall be deemed submitted based upon their postmark date, plus thirty

(30) days. For purposes of determining exhaustion of benefits only, a Claim Form shall be deemed submitted based upon its postmark date plus thirty (30) days.

3. No interest, costs, attorneys' fees or other extra-contractual payments, except as expressly provided for in this Agreement, shall be payable with respect to the Settlement Benefits, and Settlement Class Members waive any claim to such interest, costs, attorneys' fees, or other extra-contractual payments.

4. The Settlement Claim Benefits formulas are subject to change to the extent that the Florida Supreme Court or the Fourth District Court of Appeal provide guidance in *State Farm Mut. Auto. Ins. Co. v. Care Wellness Ctr., LLC*, 240 So. 3d 22 (Fla. 4th DCA 2018), prior to distribution of Settlement Benefits payments. Any such change must be approved by the Court.

G. Distribution of Settlement Benefits. Distribution of Settlement Benefits payments will be made by the GEICO COMPANIES or Claims Administrator, at the GEICO COMPANIES' election, and pursuant to a process approved by the Parties and/or ordered by the Court. Settlement Benefits shall be paid within ninety (90) days after the Effective Date of the Settlement or the date the Claim Form is deemed submitted, whichever is later, or such other reasonable time as the Parties agree as warranted by the circumstances.

H. Challenge to Determination of Settlement Benefits Payments.

1. Settlement Class Members shall have the right to challenge the GEICO COMPANIES' calculation of, or other determination as to the amount of a Settlement Benefits payment, within sixty (60) days after receipt of the Settlement Benefits payment, by submitting a writing to the Claims Administrator setting forth with specificity the Settlement Class Member's contentions and calculations supporting the amount the Settlement Class Member asserts is due under the Settlement. The Settlement Benefits payment shall include written notice explaining that the Settlement Class Member may submit a request for a written explanation of how the amount of the Settlement Benefits payment was calculated, which request must be submitted within thirty (30) days of the postmark date of the Settlement Benefits payment.

2. If such a written request for explanation is timely submitted, the Settlement Class Member's sixty (60) day time period for challenging the GEICO COMPANIES' calculation of, or other determination as to the amount of Settlement Benefits due, shall begin to run from the postmark date on which the written explanation is sent to the Settlement Class Member.

3. The amount due, which shall not be less than the original Settlement Benefits payment, will be determined by the Claims Administrator, in consultation with Class Counsel and the GEICO COMPANIES' counsel.

4. In the event the Settlement Class Member, Class Counsel, or the GEICO COMPANIES dispute the amount that the Claims Administrator determined is due as Settlement Benefits, any may within thirty (30) days of the date of the Class Administrator's determination, file a motion with the Court overseeing this Action, to determine the amount due as Settlement Benefits consistent with the terms of the Settlement Agreement.

5. The challenge procedures set forth in this section shall be communicated in writing to Settlement Class Members in conjunction with delivery of the Settlement Benefits payment and other notice of Claim determination.

6. Settlement Class Members who accept the Settlement Benefits payment or who do not timely challenge the Settlement Benefits payment as provided above shall be deemed to have waived and released any claim or right with regard to the amount paid in Settlement Benefits. Settlement Class Members who are not recognized by the Court as excluded from the Settlement Class will be bound by this Settlement Agreement and the release of Released Claims as defined in this Agreement and the Final Order and Judgment whether or not they accept or receive the Settlement Benefits payment.

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

I. Equitable Relief Component.

The GEICO COMPANIES further agree on a going forward basis to adjust and pay claims where a PIP deductible applies as set forth above in this Agreement, and the proposed Final Judgment shall provide that said application of the deductible will be deemed correct under the terms of the GEICO COMPANIES' PIP insurance policies. The GEICO COMPANIES may modify their application of the PIP deductible upon (1) the issuance of a decision by a Florida District Court of Appeal or the Florida Supreme Court that changes the application of the law regarding the adjustment and payment of claims where a PIP deductible applies; or (2) substantive modification of the Florida Motor Vehicle No-Fault Law, that either clarifies or changes the law regarding the adjustment and payment of claims where a PIP deductible applies.

J. Incentive Award. The GEICO COMPANIES will not object to separate incentive awards to Plaintiffs so long as they do not each exceed Six Thousand Dollars (\$6,000) to be paid by the GEICO COMPANIES, subject to Court approval. Any incentive award shall be paid at the time Settlement Benefit checks are sent to Settlement Class Members. Court approval of the incentive awards, or their amounts, will not be a condition of the Settlement. If the Court denies, in whole or in part, the incentive awards, the remainder of the terms of this Agreement and of the Settlement shall remain in effect. In addition, no interest will accrue on such amount at any time.

K. Attorneys' Fees and Costs. Plaintiffs may move the Court for an award of attorneys' fees and costs to be paid by the GEICO COMPANIES to Class Counsel in an amount not to exceed Two Million Five Hundred and Thirty-Two Thousand Dollars (\$2,532,000). Plaintiffs and Class Counsel warrant and represent that any motion and/or application that they may file requesting an award of attorneys' fees and costs shall include within its scope all attorneys and law firms with a financial interest in such award with respect to the Action. The GEICO COMPANIES will not object to such a motion as to fees and costs so long as the amount requested for all fees and costs is not more than Two Million Five Hundred and Thirty-Two Thousand Dollars (\$2,532,000). Court approval of attorneys' fees and costs, or their amount, will not be a

condition of the Settlement. If the Court denies, in whole or in part, Class Counsel's motion for fees and costs, the remainder of the terms of this Agreement and of the Settlement shall remain in effect. No interest will accrue on such amounts at any time. The GEICO COMPANIES shall pay the attorneys' fees and expenses actually awarded by the Court to Class Counsel, up to a combined total of Two Million Five Hundred and Thirty-Two Thousand Dollars (\$2,532,000). The GEICO COMPANIES fulfill their obligations hereunder by making payment of the amounts awarded to Class Counsel to the law firm of Aronovitz Law, which firm shall be solely responsible for distributing amounts awarded to Class Counsel. The GEICO COMPANIES shall pay the Court ordered attorneys' fees and expenses, as directed by Class Counsel, within fifteen (15) days of the Effective Date.

L. Effect on Settlement. The Parties agree that any rulings of the Court regarding the amount of attorneys' fees, costs, and expenses or the amount of any incentive award, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Fairness Hearing as provided for in this Agreement, and any determinations in that regard will be embodied in a separate order. Any order or proceedings relating to the amount of attorneys' fees, costs, and expenses, or the amount of any incentive award, including any appeal from or modifications or reversals of any order related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement or this Agreement, affect the Releases provided for in this Agreement, or affect whether the Final Approval Order and Judgment becomes final as defined herein.

M. Opt-Out Right/Termination.

1. Opt-Out Requirements. Settlement Class Members may Opt-Out of the Settlement by sending a written request to the Claims Administrator at the address designated in

the Class Notice postmarked by the Opt-Out and Objection Deadline. Opt-Out Requests must identify and include: (i) the litigation as *Haskin Chiropractic v. GEICO*, Case. 17-cv-62462-CMA-BSS; (ii) the Settlement Class Member's name, (iii) the Settlement Class Member's federal tax identification number ("TIN") if an entity, or last four digits of the Settlement Class Member's Social Security Number; (iv) the Settlement Class Member's address, (v) identifies by claim number the specific claim(s) that the Settlement Class Member seeks to exclude from the Settlement, (vi) a clear expression of the desire to Opt-Out and be excluded from the Settlement Class with substantially the following statement: "I request to be excluded from the Settlement in the *Haskin Chiropractic v. GEICO* action; and (vii) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member. No Opt-Out Request will be valid unless all of the information described in this paragraph is included. No Settlement Class Member shall be deemed Opted-Out of the Settlement Class through any purported "mass" or "class" Opt-Outs. A separate Opt-Out Request must be submitted by each person or entity requesting exclusion.

2. If the Opt-Out Request is submitted by someone other than the Settlement Class Member, or an officer or authorized employee of the Settlement Class Member, then the third-party signer (e.g., attorney, billing agent, or other third party) must include the following attestation on the Opt-Out Request: "I certify and attest to the Court that the Settlement Class Member on whose behalf this Opt-Out Request is submitted has been provided a copy of and the opportunity to read the Class Notice and thereafter personally and specifically requested to be excluded from this Settlement Class."

3. The Notice will contain the above instructions on how to Opt-Out of the Settlement Class. Any Settlement Class Member who timely and properly submits a Opt-Out

Request shall not (a) be bound by any orders or the Final Judgment and Order Approving Settlement nor by the Release contained herein; (b) be entitled to any relief under this Agreement; (c) gain any rights by virtue of this Agreement; (d) be entitled to object to any aspect of this Agreement; or (e) seek to intervene. The GEICO COMPANIES will have the option, in their sole discretion, to void the Settlement Agreement and return the Parties back to their pre-settlement positions if more than twenty percent (20%) of potential Settlement Class Members who are sent Direct Mail Notice Opt-Out of the Settlement Class.

2. Retention of Exclusions. The Parties shall instruct the Claims Administrator to retain a copy of all Opt-Out Requests and, upon written request, to provide copies of any such Opt-Out Requests to counsel for the Parties. The Claims Administrator shall prepare a final list of Settlement Class Members who have validly requested exclusion from the Settlement, and the list will be attached as an exhibit to the Final Approval Order.

N. Objections To The Settlement.

1. Right To Object. Any Settlement Class Member who has not previously Opted-Out in accordance with the terms of this Agreement may appear at the Fairness Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys' fees and costs and/or the incentive award, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, or the award of any attorney fees and/or incentive award. Further, any Settlement Class Member who intends to appear at the Fairness Hearing, and

any counsel that intends to appear on behalf of any Settlement Class Member, must file and serve on all Parties a Notice of Intention to Appear with the Court.

2. Objection Requirements. In order to object, a Settlement Class Member must file with the Court, and provide a copy to Class Counsel and the GEICO COMPANIES' Counsel, a document that:

- a) includes the name, address, telephone number, and, if available, the email address of the Settlement Class Member objecting, and if represented by counsel, of his/her/its counsel;
- b) states all objections specifically and in writing;
- c) states whether he/she intends to appear at the Fairness Hearing, either with or without counsel;
- d) includes a statement of his/her/its membership in the Settlement Class, including all information required by the Claim Form; and
- e) includes a detailed list of any other objections submitted by the Settlement Class Member, or his/her/its counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she/it shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

Any Settlement Class Member who fails to file and serve timely a written objection and notice of his/her/its intent to appear at the Fairness Hearing pursuant to this Section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Any Settlement Class Member who submits a timely written objection shall consent to deposition by Class Counsel prior to the Fairness Hearing.

3. The Parties, their agents or attorneys may not engage in any confidential negotiations to either i) withdraw objections, or ii) pay any objector or their attorneys any

compensation or fees. Neither Class Counsel, the GEICO COMPANIES' Counsel, the Parties, nor their representatives may pay any compensation to any Person or their attorney in exchange for withdrawal of any bona fide objection. Neither the Parties, Class Counsel, nor the GEICO COMPANIES' Counsel may pay, or cause payment of any fees to any objector unless those fees have been approved by the Court. The Notice Program shall include a provision notifying Settlement Class Members that any objections are waived on appeal unless the person presenting those objections files a written objection and appears at the Fairness Hearing.

O. Final Approval. Following provision of the Notice Program and expiration of the Opt-Out and Objection Deadline, Plaintiffs shall promptly request that the Court enter the Final Approval Order substantially in the form attached as Exhibit D, and which shall include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the Settlement Benefits; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members (except those who have timely and validly requested to Opt-Out of the Settlement Class) have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing as a plaintiff or class member any of the Released Claims against the Released Parties; and (f) dismiss the Action on the merits and with prejudice, without attorneys' fees or costs to any Party, except as ordered by the Court, and (g) retain continuing jurisdiction over the Settlement Class and the Settlement for the purpose of enforcement of the terms of this Agreement.

P. Dismissal. Upon entry of the Final Approval Order, the Action shall be dismissed on the merits and with prejudice, and be *res judicata*, as to Plaintiffs and all Settlement Class Members.

Q. Release. By executing this Agreement, the Parties acknowledge that, upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, the Action shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Final Approval Order shall provide for and affect the full and final release, by Plaintiffs and all Settlement Class Members, of all Released Claims.

“Released Claims” means any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys’ fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, alleged or unalleged, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against the Released Parties arising from the Released Parties’ calculation and payment of No-Fault Coverage for medical services under insurance policies regarding the GEICO COMPANIES’ application of a PIP deductible.

Released Claims, as applied to the GEICO COMPANIES’ insureds, shall extend to any claim or liability to pay any of the amounts reduced by the GEICO COMPANIES and released above. Released Claims specifically includes the insured’s own deductible obligation or co-payment obligations.

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

R. Stay/Bar Of Proceedings. All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted final approval, the Parties in this Action agree not to pursue any claims or defenses otherwise available to them, and no Person in the Settlement Class and no person acting or purporting to act directly or derivatively on behalf of a Settlement Class Member, or acting on a representative basis or in any other capacity, will commence, prosecute, intervene in, or participate in any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims against any of the Released Parties. The proposed order submitted on a motion for Preliminary Approval will contain an injunction enjoining Settlement Class Members from commencing, prosecuting, intervening in, or participating as a plaintiff or class member in any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims. The Settlement is conditioned upon the entry of such an injunction in both the Preliminary Approval Order and the Final Approval Order.

S. No Admissions. The GEICO COMPANIES expressly disclaim and deny any wrongdoing or liability whatsoever. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by the GEICO COMPANIES of any liability or wrongdoing by the GEICO COMPANIES or any of their affiliates, agents, representatives, vendors, or any other Person or entity acting on their behalf, and shall not be construed or deemed to be evidence of an admission or concession that any Person suffered compensable harm or is

entitled to any relief. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the GEICO COMPANIES; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the GEICO COMPANIES in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed a waiver of the GEICO COMPANIES' right to challenge class certification if this Settlement for any reason does not become final.

T. Notices. Unless otherwise indicated in this Agreement, all notices to counsel provided for in this Agreement shall be sent by e-mail, with a hard copy sent by overnight mail to:

As to Plaintiffs and the Settlement Class:

Tod Aronovitz
Aronovitz Law
One Biscayne Tower, Suite 3700
2 South Biscayne Boulevard
Miami, Florida 33131
ta@aronovitzlaw.com

As to the GEICO COMPANIES:

John P. Marino
Smith, Gambrell & Russell, LLP
50 North Laura Street
Suite 2600
Jacksonville, Florida 32202
jmarino@sgrlaw.com

IV. GENERAL PROVISIONS

A. Settlement Conditioned Upon Approval. The GEICO COMPANIES and Plaintiffs shall each have the right to terminate the Settlement by providing written notice of their election to do so to the other within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in the form attached in any respect; (b) the Court's refusal to approve this Settlement or any part of it; (c) the Court's declining to enter the Final Approval Order in the form attached in any respect; (d) any appellate Court in this Action entering an order which invalidates or disapproves the Settlement, in whole or in part, or which alters any term of this Agreement without the Party's written consent; or if (e) the Effective Date does not occur.

B. Evidentiary Preclusion. The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, neither the fact of, nor any documents relating to, the GEICO COMPANIES' withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Settlement Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

C. Effect of Nonapproval. In the event that this Agreement is not approved by the Court in substantially its present form, any objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and Settlement and all negotiations, proceedings, documents prepared and statements made in connection with this

Agreement and Settlement shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

D. No Opinion Regarding Tax Consequences. The Parties and their counsel express no opinion concerning the tax consequences of this Settlement to individual Settlement Class Members and make no representations, warranties or other assurances regarding such tax consequences. No opinion, representations, warranties, or other assurances shall be deemed to have been made by the Parties or their counsel with respect to such tax consequences by virtue of this Agreement or by effectuating this Settlement, and the Parties and their counsel shall not be held liable for any such tax consequences that may occur. The Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding any tax consequences of the Settlement, including any payments or benefits provided hereunder, and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

E. Support from the Parties. After a full investigation, discovery and arms-length negotiations, the Parties and their counsel have independently determined that this Settlement is

in the best interest of the Settlement Class; shall support motions for Preliminary Approval and Final Approval; and will not encourage any Persons or entity to opt out or object.

F. No Other Rights Affected. Nothing contained in this Agreement or in any proceedings concerning the Settlement or this Action shall in any way affect the rights of the GEICO COMPANIES to seek coverage or recovery from any Person or entity for the losses and/or costs or expenses the GEICO COMPANIES have incurred in connection with or arising from the Action. All such rights and remedies are specifically retained and preserved to the GEICO COMPANIES.

G. No Other Expense. Except as expressly provided in this Agreement, the GEICO COMPANIES shall bear no other expenses, costs, damages or fees alleged or incurred by Plaintiffs or any Settlement Class Member, or any of their attorneys, experts, advisors, agents or representatives in connection with this Action.

H. Time Periods. The time periods and dates described in this Agreement with respect to the giving of Class Notice and hearings will be subject to Court approval and modification by the Court with the consent of the Parties.

I. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

J. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest and their respective counsel, and approved by the Court.

K. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Florida, without reference to internal choice of law principles.

L. Authority. Plaintiffs and the GEICO COMPANIES represent and warrant that the Persons signing this Agreement on their behalf have full power and authority to bind every Person, partnership, corporation, or entity included within the definitions of Plaintiffs and the GEICO COMPANIES to all terms of this Agreement. Any Person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

M. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Release contained in this Agreement, received independent legal advice with respect to the advisability of entering this Agreement and the Release, and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

N. Agreement Binding on Successors in Interest. This Agreement is binding upon, and shall inure to the benefit of, each of the Parties and their respective agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter of this Agreement through any of the Parties, including any Settlement Class Member.

O. Execution in Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or electronic transmission shall be deemed original signatures.

P. Miscellaneous Provisions.

1. Each exhibit to this Agreement is incorporated by reference and made a part of this Agreement.

2. The provisions of this Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver by that Party or by any other Party of any other prior or subsequent breach of this Agreement.

3. Each Party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Agreement.

4. This Agreement has been carefully read by each of the Parties, or the responsible officers thereof, and its contents are known and understood by each of the Parties. This Agreement is signed freely by each Party executing it.

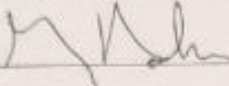
5. No Party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

6. The Court shall retain exclusive and continuing jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, of any orders or the Final Approval Order entered by the Court, and/or of the conduct or policies and procedures described in this Agreement. The Parties, including the Settlement Class Members, submit to the continuing jurisdiction of the Court for these purposes.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Agreement to be executed as of November 12, 2019:

GREGORY HASKIN CHIROPRACTIC CLINICS, INC.

By: 

Its: President

COASTAL WELLNESS CENTERS, INC.

By: _____

Its: _____

GEICO INDEMNITY COMPANY; GEICO GENERAL INSURANCE COMPANY; GEICO CASUALTY COMPANY; and GOVERNMENT EMPLOYEES INSURANCE COMPANY

By: _____

Its: _____

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Agreement to be executed as of November 12, 2019:

GREGORY HASKIN CHIROPRACTIC CLINICS, INC.

By: _____

Its: _____

COASTAL WELLNESS CENTERS, INC.

By: Gary Schneib D.C.

Its: President / owner

GEICO INDEMNITY COMPANY; GEICO GENERAL INSURANCE COMPANY; GEICO CASUALTY COMPANY; and GOVERNMENT EMPLOYEES INSURANCE COMPANY

By: [Signature]

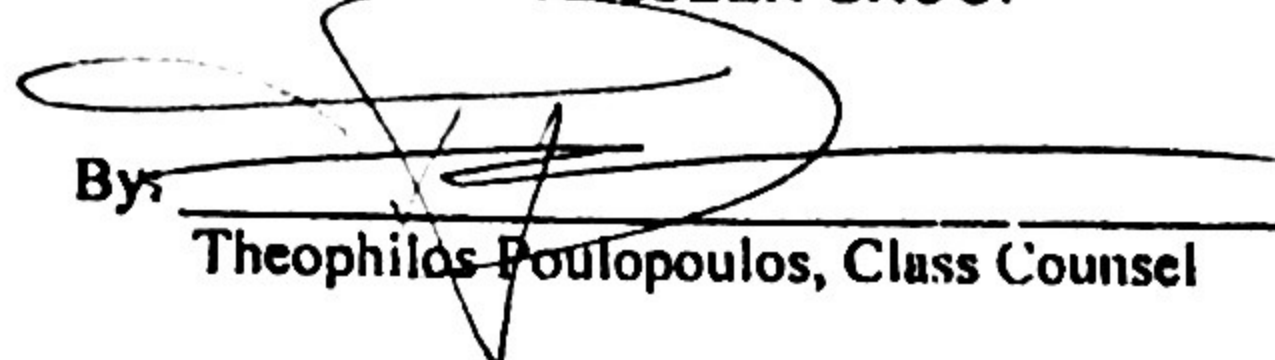
Its: JOHN V. GUAGLIARDI
Vice Pres. JEW.

APPROVED AS TO FORM:

ARONOVITZ LAW

By:  _____
Tod Aronovitz, Class Counsel

THE SCHILLER KESSLER GROUP

By:  _____
Theophilos Pouloupoulos, Class Counsel

APPROVED AS TO FORM:

SMITH, GAMBRELL & RUSSELL, LLP

By:  _____
John P. Marino, Counsel for the GEICO COMPANIES

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

CASE NO.: 17-cv-62462-CMA

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

CLASS REPRESENTATION

THE HONORABLE CECILIA M. ALTONAGA

v.

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

IF YOU ARE A FLORIDA HEALTH CARE PROVIDER AND PROVIDED MEDICAL SERVICES TO PERSONS INSURED UNDER AN AUTO INSURANCE POLICY ISSUED BY THE GEICO COMPANIES¹ THAT INCLUDED PERSONAL INJURY PROTECTION (“PIP”), MEDICAL PAYMENTS (“MED PAY”) OR OTHER NO-FAULT COVERAGES AND A PIP DEDUCTIBLE; AND

THE GEICO COMPANIES ADJUSTED YOUR INSURANCE CLAIM BY APPLYING THE PIP DEDUCTIBLE TO A REDUCED AMOUNT UNDER THE STATUTORY REIMBURSEMENT LIMITATIONS OF SECTION 627.736, FLA. STAT., INSTEAD OF THE FULL BILLED AMOUNT

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

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

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

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

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

BASIC INFORMATION

Why did I get this Notice?

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

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

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

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

What is the Lawsuit about?

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

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

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

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

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

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

Why is this a class action?

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

Why is there a settlement?

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

Can I file my own lawsuits or demand?

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

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

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

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

WHO IS COVERED BY THE SETTLEMENT**How do I know if I am covered by the Settlement?**

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

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

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

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

- GEICO Indemnity Company – December 21, 2013 through _____, 2020.
- GEICO General Insurance Company – December 28, 2013 through _____, 2020.
- GEICO Casualty Company – July 29, 2014 through _____, 2020.
- Government Employees Insurance Company – July 29, 2014 through _____, 2020.

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

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

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

RELEASE OF YOUR RIGHTS

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

THE SETTLEMENT BENEFITS -- WHAT YOU GET

What does the Settlement provide?

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

How much would my Settlement payment be?

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

Readjustment of PIP Claims

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

coverage will be valued at the billed amount, reduced by the remaining deductible, and paid at 80% of the balance for that service.

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

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

Enhanced Relief

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

Interest

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

Submission Compensation

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

Additional Terms Applicable to Calculation of Settlement Relief

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

Coverage benefits remaining under the applicable Covered Policy as of the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later, shall be applied in determining the amount of Settlement Relief. Settlement Relief shall not be reduced by exhaustion of benefits occurring after the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later. For purposes of determining exhaustion of benefits only, a Settlement Claim Form shall be deemed submitted: (a) based upon its postmark date or the date it was uploaded to the Settlement Website, plus thirty (30) days, or (b) the Effective Date, whichever is later.

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

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

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

How can I get a payment?

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

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

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

Your completed Settlement Claim Form(s), if mailed, must be sent by First-Class Mail, postage prepaid, to the Claims Administrator, at [add address]. Your Settlement Claim Form must either be postmarked, or uploaded if using the Settlement Website portal, no later than [date – 180 days from notice mailing].

When would I get my payment?

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

What if I don’t agree with the amount of my Settlement Relief payment?

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

THE LAWYERS REPRESENTING YOU - CLASS COUNSEL

Do I have a lawyer in this case?

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

How will the lawyers be paid?

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

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

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

The GEICO COMPANIES have agreed not to oppose these requests. The fees and payments would pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the

Settlement and monitoring your rights during approval and administration of the Settlement. The Court may award less than the amounts requested.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

How do I get out of the Settlement?

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

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

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

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

Your written Opt-Out exclusion request must be sent by First-Class Mail, postage prepaid, and postmarked no later than [date] and must be addressed to the Claims Administrator at: [add address].

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

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

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

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

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

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

OBJECTING TO THE SETTLEMENT**How do I object to the Settlement?**

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

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

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

Address For Filing With Court

Clerk of the U.S. District Court
[Insert Address]

Class Counsel

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

Counsel for the GEICO COMPANIES

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

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

What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold the Fairness Hearing at _____ on _____, at the _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described in this Notice may appear and be heard by the Court. The Court may also decide how much to award Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

Do I have to come to the hearing?

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

May I speak at the hearing?

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

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

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

WHAT HAPPENS IF I DO NOTHING AT ALL?

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

TAX CONSEQUENCES

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

GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement, but does not purport to be a comprehensive description of the Lawsuit, the allegations related thereto, or the terms of the Settlement Agreement. To the extent, if any, that this Notice is inconsistent with the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. More details are in the Settlement Agreement, which is on file and may be reviewed at the Court or can be viewed at [Insert Website Address], together with other information about the Settlement. You can also write to the Claims Administrator at [add address] or email at xxxx@yyy.com

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

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

APPENDIX A

RELEASE

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

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

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

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

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

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

Front of Notice mailing:

Claims Administrator

[address 1]

[address 2]

Legal Notice of Proposed Class Action Settlement and Fairness Hearing

[Concerning Calculation of Charges and Payments for medical services]

Regarding medical services provided to Insureds of the GEICO COMPANIES

Jane Q. Chiropractic Clinic, Class Member
123 Anywhere Street
Anytown, FL 32XXX
xxxxxxxxxxxxxxxx

CLAIM FORM & INSTRUCTIONS

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

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

Your completed Settlement Claim Form(s) must be sent by First-Class Mail, postage prepaid, addressed to: GEICO Insurance PIP Settlement Administrator, c/o _____, 2020. OR

You can submit your Settlement Claim Form(s) online directly through the Claims Administrator website by going on _____ and following the directions for submitting claims. If you submit claims through the website you do not have to mail in your Settlement Claim Form(s).

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

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

Name: _____

Tax Identification Number (full number) or Social Security Number (last 4 digits): _____ - _____

Authorized Contact: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

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

Name of Patient/Insured: _____

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

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

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

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

Signature: _____ Date (month/day/year): _____ / _____ / _____

Print Name: _____ Print Title: _____

**UNITED STATES DISTRICT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 17-cv-62462-CMA

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

CLASS REPRESENTATION

Plaintiffs,

v.

GEICO INDEMNITY COMPANY;
GEICO GENERAL INSURANCE COMPANY;
GEICO CASUALTY COMPANY; and
GOVERNMENT EMPLOYEES INSURANCE
COMPANY,

Defendants.

/

**ORDER CERTIFYING SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court upon the Joint Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Settlement Agreement dated November 12, 2019 between Plaintiffs, GREGORY HASKIN CHIROPRACTIC CLINICS, INC., and COASTAL WELLNESS CENTERS, INC., individually and as representatives of the Settlement Class defined below and Defendants, GEICO INDEMNITY COMPANY; GEICO GENERAL INSURANCE COMPANY; GEICO CASUALTY COMPANY; and GOVERNMENT EMPLOYEES INSURANCE COMPANY (collectively, the “GEICO COMPANIES”) (the “Settlement Agreement”) and each of its Exhibits, the record in this case, and having conducted a preliminary approval hearing on _____, 2019, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that the Parties' Joint Motion for Preliminary Approval of Proposed Class Action Settlement is GRANTED as follows:

Preliminary Approval of the Proposed Settlement

1. The Court finds that it has subject matter jurisdiction over this Action pursuant to 28 U.S.C. § 1331, including jurisdiction to approve and enforce the Settlement and all Orders that have been entered or which may be entered pursuant thereto. The Court also finds that it has personal jurisdiction over the Parties and, for purposes of consideration of the proposed Settlement, over each of the members of the Settlement Class defined below, and that venue is proper in this District pursuant to 28 U.S.C. § 1391.

2. The Direct Mail Notice to the Settlement Class, as provided in this Order, further supports assertion of the Court's jurisdiction, and application of its orders and judgments, over the Settlement Class. *See* Fed. R. Civ. P. 23; *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985) (mail notice provides personal jurisdiction over class members, even those who reside in different states).

3. The Court further finds that: (a) the proposed Settlement resulted from extensive arm's-length negotiations and was concluded only after Class Counsel had duly investigated the issues raised by Plaintiff's claims; (b) the proposed Settlement of this Action makes available valuable consideration commensurate with the alleged harm; and (c) the proposed Settlement evidenced by the Settlement Agreement is sufficiently fair, reasonable and adequate to warrant sending notice of this Action and the proposed Settlement to the Settlement Class Members and holding a full hearing on the proposed Settlement.

Certification of the Settlement Class

4. For purposes of Settlement of this Action, and pursuant to Federal Rules of Civil Procedure Federal Rule of Civil Procedure 23(b)(2) and (b)(3), this Action is certified as a class action on behalf of the following Settlement Class:

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

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

The following claims of Settlement Class Members shall be outside of the scope of the Settlement Agreement and the Released Claims, but shall not otherwise affect membership in the Settlement Class: (1) any claims resolved by separate settlement, dismissal with prejudice, or full payment in response to a demand letter; (2) any claims that are the subject of an individual (not on behalf of a proposed class) lawsuit that has been filed and remains pending as of the Court's Order of Preliminary Approval; (3) any claims where insurance benefits exhausted prior to the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later; and (4) any claims that are denied during the settlement claims process on the grounds that the claim is outside the scope of the Settlement Agreement. When a PIP or other no-fault claim includes both medical services within the scope of the Settlement Agreement and others outside the scope of the Settlement Agreement, the Settlement Agreement and Release will apply but only to those medical services within the scope of the Settlement Agreement.

5. All terms and phrases used in this Order shall have the same meaning as in the Settlement Agreement.

6. The Court further finds for purposes of preliminary approval and for Settlement of this Action (and only for such purposes, and without an adjudication of the merits or a determination of whether a class should be certified if the Settlement is not approved or does not otherwise become final), that the requirements of the Federal Rules of Civil Procedure and any other applicable law have been met in that (a) Members of the proposed Settlement Class are so numerous as to make joinder of all Members impracticable; (b) there are questions of law or fact common to Members of the proposed Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the

Settlement Class Members they seek to represent; (d) the Plaintiffs and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class Members they seek to represent; (e) questions of law or fact common to the proposed Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

7. In making the findings herein, the Court also notes that, because this action is being settled rather than litigated, the Court need not consider manageability issues that might be presented in this case. *See Amchem Prods., Inc. v. Windsor*, 117 S. Ct. 2231, 2248 (1997). Moreover, the Court does not need to address potential obstacles to certification, such as notices of intent to initiate litigation under Section 627.736, Florida Statutes, or individualized reasonableness issues, since the Parties have negotiated an alternative claims process under which a negotiated, agreed formula will be applied.

8. In making these findings with respect to certification for settlement purposes of the Settlement Class, the Court has also considered, among other factors: (i) the interests of members of the Settlement Class in individually controlling the prosecution or defense of separate actions; (ii) the impracticability or inefficiency of prosecuting or defending separate actions; (iii) the extent and nature of any litigation concerning these claims already commenced; and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

9. The Court appoints and designates Plaintiffs, Gregory Haskin Chiropractic Clinics, Inc., and Coastal Wellness Clinics, Inc., as the representatives of the Settlement Class (as defined above) for the purpose of seeking approval of the Settlement of this Action, and are referred to herein as “Plaintiffs” or “Class Representatives.”

10. Counsel for Plaintiffs are hereby preliminarily approved as counsel for the Settlement Class for purposes of seeking approval of the Settlement of this Action, and are referred to herein as

“Class Counsel.” Class Counsel for the Settlement Class are the following: Tod Aronovitz and Barbara Perez, of Aronovitz Law, and Theophilos Pouloupoulos, of The Schiller Kessler Group.

11. The appointment of a Claims Administrator, as agreed in the Settlement Agreement, is approved for purposes of providing notice, administering requests for exclusion (“Opt-Out Requests”) and other communications with Settlement Class Members, and otherwise administering the proposed Settlement pursuant to the Settlement Agreement and the Order(s) of the Court. The Parties and their representatives are authorized to share with the Claims Administrator and opposing counsel confidential and privacy protected business and personal information in connection with administration of this Settlement. Such information shall remain confidential and private, and shall not be disclosed to any other person absent express authorization from the Court.

Fairness Hearing

12. A hearing (the “Fairness Hearing”) will be held on _____, at _____, for _____ [hours/minutes], in Courtroom _____ of this Court to determine:

- (a) whether this Action should be finally certified as a class action for settlement purposes;
- (b) whether the proposed Settlement of this Action should be approved as fair, reasonable and adequate;
- (c) whether this Action should be dismissed on the merits and with prejudice pursuant to the terms of the Settlement;
- (d) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement;
- (a) whether Class Counsels’ application for an award of attorneys’ fees and expenses should be approved; and
- (f) whether the named Plaintiffs’ application for incentive awards should

be approved.

The Parties shall file their final submissions in support of final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23 on or before _____, 2020.

Pre-Hearing Notice to Settlement Class Members and the Settlement Website

13. Pursuant to the terms of the Settlement Agreement, the GEICO COMPANIES shall cause the Notice Program (as defined in the Settlement Agreement), to be implemented through the Claims Administrator, to be provided to potential members of the Settlement Class. The Court further directs the Claims Administrator to follow the procedures set forth in the Settlement Agreement.

(a) **Direct Mail Notice.** The Court approves the Direct Mail Notice without material alteration from Exhibit A to the Settlement Agreement. Within forty-five (45) days of entry of the Order of Preliminary Approval, or such time as the Parties may agree, the Claims Administrator shall print and cause to be mailed by First-Class Mail, postage prepaid, the Direct Mail Notice. The Direct Mail Notice will be provided to all health care providers who are identified as potential Settlement Class Members, at their last known address of record, as determined by a reasonable search of the bill review database provided to the GEICO COMPANIES by their medical bill review vendors in Florida during the Class Period. Addresses of potential Settlement Class Members identified by the GEICO COMPANIES will be run through the National Change of Address database (the "NCOA") prior to mailing. The Claims Administrator shall check and update all class notice addresses pursuant to an NCOA review prior to mailing.

(b) **Re-mailing.** In the event that a mailing to a Settlement Class Member containing the Direct Mail Notice is returned to the Claims Administrator, the Claims Administrator shall resend by First-Class Mail, postage prepaid, the Direct Mail Notice to the forwarding address, if one is provided by the United States Postal Service.

(c) **Proof of Mailing.** No later than fourteen (14) days before the Fairness Hearing, the Parties or the Claims Administrator shall file with the Court a proof of mailing of the Direct Mail Notices. The Parties are not required to file a proof of receipt of the Direct Mail Notices by Settlement Class Members pursuant to governing law.

(d) **Settlement Website and Website Notice.** Notice shall also be provided by establishing the Settlement Website as a publically available website containing a copy of the Direct Mail Notice, Settlement Agreement, Claim Form, this Order, and such other supporting documents as set forth in the Settlement Agreement. The Court approves the Settlement Website as described in Paragraph D.2. of the Settlement Agreement, with the Direct Mail Notice as the Website Notice without material alteration from Exhibit A to the Settlement Agreement. The Settlement Website may be amended during the course of the Settlement as appropriate and agreed to by the Parties, and which shall be maintained for at least 180 days after the conclusion of the Claims Period.

(e) **Toll-Free Phone Number.** The Court directs the Claims Administrator to maintain a toll-free telephone system containing recorded answers to frequently asked questions.

(f) **Post Office Box.** The Claims Administrator shall maintain, and the GEICO COMPANIES shall pay the costs incurred in maintaining, a post office box to be utilized for receiving correspondence and other communications from Settlement Class Members. Only the Claims Administrator, Class Counsel, the GEICO COMPANIES, the GEICO COMPANIES' Counsel and their designated agents shall have access to this post office box, except as otherwise expressly provided in the Settlement Agreement. The Claims Administrator shall also promptly furnish Class Counsel and Counsel for the GEICO COMPANIES copies of any and all objections, Opt-Out Requests, motions to intervene, notices of intention to appear, and other communications that come into its possession except as expressly provided in the Settlement Agreement.

(g) **Settlement Claim Form.** The Court approves the Claim Form without material alteration from Exhibit B to the Settlement Agreement for distribution to Settlement Class Members pursuant to the Settlement Agreement. The Court directs that the Claim Form be distributed with the Direct Mail Notice.

To be considered for possible payment under the Settlement Agreement, Claim Forms must be postmarked or submitted on the Settlement Website by no later than _____, 2020. A Claim Form submitted on the Settlement Website or postmarked after this date shall be untimely and invalid. Claim Forms must contain the information and comply with the requirements set forth in the Settlement Agreement.

14. Having considered, among other factors, (a) the cost of giving notice by various methods, (b) the resources of the Parties, (c) the stake of each Settlement Class Member, and (d) the possibility that certain Settlement Class Members might desire to exclude themselves from the Settlement Class or appear individually, the Court finds that notice given in the form and manner provided in this Order meets the requirements of the Federal Rules of Civil Procedure, including Rule 23, and due process, and is the best practicable notice and is reasonably calculated, under the circumstances, to apprise the Settlement Class Members (i) of the pendency and nature of this action, (ii) the definition of the class certified; (iii) the class claims, issues, or defenses and the terms of the proposed Settlement; (iv) the right to appear and object to the proposed Settlement; (v) the right to exclude themselves from the Settlement Class; (vi) the time and manner for requesting exclusion from the Settlement Class; and (vii) that any judgment, whether favorable or not, will bind all Settlement Class Members who do not request exclusion. The Court further finds that the Direct Mail Notice is written in plain English and is readily understandable by Settlement Class Members.

In sum, the Court finds that the texts and methodology in the proposed Direct Mail Notice and Website Notice are reasonable, that they constitute due, adequate and sufficient notice to all

persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure, the Constitutions of the United States (including the Due Process Clause) and Florida, and any other applicable rules or law.

Exclusion from Settlement Class

15. Any Settlement Class Member who wishes to be excluded from the Settlement Class must comply with the terms set forth in the Settlement Agreement and timely submit an Opt-Out Request to the Claims Administrator in the manner set forth below.

(a) Opt-Out Requests must identify and include: (i) the litigation as *Haskin Chiropractic v. GEICO*, Case. 17-cv-62462-CMA-BSS; (ii) the Settlement Class Member's name, (iii) the Settlement Class Member's federal tax identification number ("TIN") if an entity, or last four digits of the Settlement Class Member's Social Security Number; (iv) the Settlement Class Member's address, (v) identifies by claim number the specific claim(s) that the Settlement Class Member seeks to exclude from the Settlement, (vi) a clear expression of the desire to Opt-Out and be excluded from the Settlement Class with substantially the following statement: "I request to be excluded from the settlement in the *Haskin Chiropractic v. GEICO* action; and (vii) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member. No Opt-Out Request will be valid unless all of the information described in this paragraph is included.

(b) A separate Opt-Out Request must be individually submitted by each natural person or entity requesting exclusion from the Settlement. Opt-Out Requests may not be submitted on behalf of a group, class, or sub-class. Further, unless the Opt-Out Request states that it is limited to any particular claims, insureds, or dates of service, the Opt-Out Request shall be deemed to cover any and all of the Settlement Class Member's claims that accrued during the Class Period.

(c) If the Opt-Out request is submitted by a lawyer or someone other than the actual Settlement Class Member, or an officer or authorized representative or employee of the

Settlement Class Member, then the third party signor (e.g., attorney, billing agent, or other third party) must include the following attestation on the Opt-Out Request:

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

(d) Any written Opt-Out Request must be sent by First-Class mail, postage prepaid, and postmarked no later than seventy-five (75) days after mailing of the Direct Mail Notice to the Settlement Class Member, and addressed to the Claims Administrator at the address identified in the Direct Mail Notice.

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

(f) If the Opt-Out Request does not comply with the requirements of this Order, it is not valid.

16. At least fourteen (14) days before the Fairness Hearing, the Parties or Claims Administrator shall file with the Court a list identifying all persons or entities who timely submitted written Opt-Out Requests complying with this Order.

17. If the proposed Settlement is approved, any Settlement Class Member who is not deemed by the Court as having submitted a valid Opt-Out Request complying with this Order and the Direct Mail Notice shall be bound by Settlement Agreement and all subsequent proceedings, orders and judgments in this action, and all their claims shall be dismissed with prejudice and released as provided for in the Settlement Agreement. The GEICO COMPANIES shall be entitled to rely on the TIN or last four digits of the Social Security Number identified by the Settlement Class Member on the Opt-Out Request to determine whether a Person or entity has been excluded from the Settlement Class.

Objections

18. A Settlement Class Member who has not excluded himself, herself, or itself from the Settlement Class may submit a written objection for the Court's consideration, including without limitation objections to the final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the representation by the Class Representatives or by Class Counsel, the request of Class Counsel for fees and expenses or the payments to the Class Representatives, in the manner set forth below. A Settlement Class Member who is provided notice only after entry of the Final Order and Judgment approving the proposed Settlement (if the Settlement is approved) may not delay implementation of the Settlement by objection, but may exclude itself as provided in this Order or pursue other remedies for relief from judgment provided by applicable law with respect to its individual claims only.

(a) Each objection must be in writing and include: (i) a prominent identifying reference to the litigation as *Haskin Chiropractic v. GEICO*, Case. 17-cv-62462-CMA-BSS; (ii) the

name and address of the objector/Settlement Class Member and “Objection”; (iii) the objector’s/Settlement Class Member’s TIN (if an entity) or last four digits of his or her Social Security Number (if a natural person); (iv) a statement of each objection being made with specificity; (v) a statement indicating whether the objector/Settlement Class Member intends to appear at the Fairness Hearing (with or without counsel); (vi) a statement as to whether the objector/Settlement Class Member is represented by counsel for purposes of objecting; (vii) a statement as to whether the objector/Settlement Class Member (or his/her/its counsel) have submitted any other objections any class action settlements in the past five (5) years and a list of such objections/cases, if applicable; (viii) a list of witnesses whom the objector/Settlement Class Member may call by live testimony and copies of any documents or papers that the objector/Settlement Class Member plans to submit; and (ix) if available, the GEICO COMPANIES’ policy and/or claim number(s) effected by the Settlement.

(b) The objector/Settlement Class Member must file the written objection with the Court and serve copies upon the following:

As to Plaintiffs and the Settlement Class:

Tod Aronovitz
Aronovitz Law
One Biscayne Tower, Suite 3700
2 South Biscayne Boulevard
Miami, Florida 33131
ta@aronovitzlaw.com

As to the GEICO COMPANIES:

John P. Marino
Smith, Gambrell & Russell, LLP
50 North Laura Street
Suite 2600
Jacksonville, Florida 32202
jmarino@sgrlaw.com

Any such written objections must be filed with the Court and served upon the above counsel postmarked no later than seventy-five (75) days after initial mailing of the Direct Mail Notice to the Settlement Class Member.

(c) Any Settlement Class Member who submits a timely written objection shall consent to deposition by Class Counsel in the County of the objector/Settlement Class Member’s residence within seven (7) days of service of his, her or its timely written objection.

(d) The right to object to the Settlement or to intervene in the Action must be exercised individually by a Settlement Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that such objections may be submitted by a Settlement Class Member's legally authorized representative.

19. Any Settlement Class Member who does not timely file and serve a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, or the award of any attorney fees and/or incentive award. Further, any Settlement Class Member who intends to appear at the Fairness Hearing, and any counsel that intends to appear on behalf of any Settlement Class Member, must file and serve on all Parties a Notice of Intention to Appear with the Court as set forth below.

20. The Parties, their agents or attorneys may not engage in any confidential negotiations to either i) withdraw objections, or ii) pay any objector/Settlement Class Member or their attorneys any compensation or fees. Neither Class Counsel, counsel for the GEICO COMPANIES, the Parties, nor their representatives may pay any compensation to any person or their attorney in exchange for withdrawal of an objection. Neither the Parties, Class Counsel, nor counsel for the GEICO COMPANIES may pay, or cause payment of any fees to any objector/Settlement Class Member unless those fees have been approved by the Court.

Appearances at the Fairness Hearing

21. Any Settlement Class Member who files and serves a timely, written objection pursuant to the terms of this Order may also appear at the Fairness Hearing, either in person or through counsel retained at the Settlement Class Member's expense, by timely submitting a Notice of Intent to Appear in the manner set forth below.

(a) Settlement Class Members or their attorneys intending to appear at the Fairness Hearing must file with the Court and serve upon Class Counsel and counsel for the GEICO COMPANIES, at the addresses specified above in this Order, a Notice of Intent to Appear. The Notice of Intent to Appear must contain: (i) a prominent identifying reference to the litigation as *Haskin Chiropractic v. GEICO*, Case. 17-cv-62462-CMA-BSS and “Notice of Intent to Appear”; (ii) the name and address of the objector/Settlement Class Member; (iii) the objector’s/Settlement Class Member’s TIN (if an entity) or last four digits of his or her Social Security Number (if a natural person); (iv) the signature of the objector/Settlement Class Member or an authorized representative of the objector/Settlement Class Member, indicating the name and position of the signatory; and (v) if counsel will appear on the objector/Settlement Class Member's behalf, the counsel's full name, address, telephone number, and bar number.

(b) Notices of Intent to Appear must be filed with the Court and served upon the above Class Counsel and counsel for the GEICO COMPANIES at the addresses set forth above in this Order postmarked no later than fourteen (14) days before the Fairness hearing.

22. Any Settlement Class Member who does not timely file and serve a Notice of Intent to Appear complying with this Order and the Class Notice shall not be permitted to appear at the Fairness Hearing, except for good cause shown.

Tolling

23. Because Settlement Class Members will be eligible to receive compensation through the Settlement instead of having to bring their own lawsuits and because bringing a separate lawsuit would be inconsistent with participation in the Settlement Class, the Court finds that the following tolling order is appropriate:

The statute of limitations and all other presuit time limits, including without limitation any time limits to pay or otherwise respond to notices of intent to initiate litigation under Chapter 627 of the Florida Statutes or notices of violation under Chapter 624 of the Florida Statutes, shall be tolled until the Court either grants or denies final

approval of the proposed Settlement and such order or judgment becomes final, provided that the tolling shall terminate ten (10) business days after submission of an Opt-Out Request, as indicated by the postmark date of such request submitted to the Claims Administrator, with respect to any Settlement Class Member that submits a timely, written Opt-Out Request that has not been challenged by The GEICO COMPANIES as provided in this Order or that is otherwise approved by the Court. Upon receipt of any such notices of intent to initiate litigation under Chapter 627 of the Florida Statutes or notices of violation under Chapter 624 of the Florida Statutes, The GEICO COMPANIES shall send a response to the Settlement Class Member that encloses copies of the Class Notice and this Order, and advises of the proposed Settlement and this tolling provision, as well as how the Settlement Class Member can obtain further information regarding the Settlement.

The response letters shall be substantially in the form as Exhibit E to the Settlement Agreement.

Injunction

24. Pursuant to 28 U.S.C. § 1651, Federal Rule of Civil Procedure 23 and the Settlement Agreement, the Court hereby bars and enjoins all Settlement Class Members, unless and until they have timely and properly excluded themselves from the Settlement Class, and any person acting or purporting to act directly or derivatively on behalf of a Settlement Class Member, or acting on a representative basis or in any other capacity, from commencing, prosecuting, intervening in, or participating in any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any claims or causes of action, or the facts and circumstances relating thereto, in this case and/or the Released Claims.

Other Provisions

25. Capitalized terms used in this Order that are not otherwise defined in this Order have the meanings assigned to them in the Settlement Agreement.

26. This Order shall become null and void *ab initio*, and this Order (and all proceedings that have taken place with respect to the Settlement Agreement) shall be without prejudice to the rights and contentions of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (a) the proposed Settlement is not finally approved by the Court, or does not become final pursuant to the terms of the Settlement

Agreement; or (b) the proposed Settlement is terminated in accordance with the Settlement Agreement or does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, i) the proposed Settlement and Settlement Agreement shall become null and void and be of no further force and effect, (ii) neither the Settlement Agreement nor the Court's orders or findings therein, including this Order, shall be used or referred to for any purpose whatsoever in this or any other action or proceeding, and (iii) the Parties and this case shall be restored to the status existing on July 13, 2019.

27. The GEICO COMPANIES shall retain the right to communicate with and respond to inquiries from Settlement Class Members and persons who are sent the Direct Mail Notice orally and/or in writing, and it may do so through any appropriate representatives, under the following terms and conditions:

(a) During the period following the date of this Order, the GEICO COMPANIES or their designees may in the ordinary course of business continue to process and respond to all inquiries or complaints, notwithstanding the fact that certain complaints may originate with Settlement Class Members or persons who are sent the Direct Mail Notice and may concern claims that otherwise could be eligible for relief under the Settlement Agreement.

(b) Communications by the GEICO COMPANIES or its designees about the proposed Settlement with Settlement Class Members or Persons who are sent the Direct Mail Notice shall only be made jointly or in the presence of Plaintiffs' counsel or with Plaintiffs' counsel's express consent, or as approved by this Court. However, Plaintiffs' counsel may engage in privileged communications and other advice or respond to inquiries by Settlement Class Members, so long as such communications would not otherwise be inconsistent with the intent of this Subsection that communications similar in content to groups of Settlement Class Members or Persons who are sent the Direct Mail Notice be made jointly.

28. This Order shall not be construed or used as an admission, concession, declaration or finding by or against the GEICO COMPANIES of any fault, wrongdoing, breach or liability, or of the appropriateness of certifying a class for litigation purposes. Nor shall this Order be construed or used as an admission, concession, declaration or finding by or against Plaintiffs or the Settlement Class Members that their claims lack merit or that the relief requested in their pleadings is inappropriate, improper or unavailable, or as a waiver by any party of any defenses or claims he, she or it may have. Other than for purposes to enforce this Order or the Settlement Agreement, if finally approved, neither this Order nor the Settlement Agreement (or any communications or proceedings in connection therewith) shall be offered or received in evidence in this action or any other action or proceeding, or be used or asserted in any way as an admission, concession or evidence of any matter whatsoever. Neither the certification of the Settlement Class, nor the Settlement of the Action, shall be deemed an admission by Plaintiffs or their counsel that a litigation class could not properly be certified in this Action; and Plaintiffs shall retain all rights to assert that the Action may be certified as a litigation class.

29. No discovery with regard to the Settlement Agreement or the proposed Settlement and its administration shall be permitted by any Settlement Class Member or any other person, other than as may be directed by this Court upon a proper showing seeking such discovery by motion properly filed with this Court, noticed and served in accordance with the governing rules of procedure. All discovery and other proceedings in this case is further stayed until order of the Court, except as may be necessary to implement the settlement; to comply with this Order; or to comply with the terms of the Settlement Agreement.

30. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class. The Court may further continue or adjourn the Fairness Hearing without further written notice.

DONE AND ORDERED in Chambers in Miami, Florida this ____ day of _____, 2019.

CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

**UNITED STATES DISTRICT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 17-cv-62462-CMA

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

CLASS REPRESENTATION

Plaintiffs,

v.

GEICO INDEMNITY COMPANY;
GEICO GENERAL INSURANCE COMPANY;
GEICO CASUALTY COMPANY

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

THIS CAUSE came before the Court on _____, 2020 for a duly noticed Fairness Hearing pursuant to Federal Rule of Civil Procedure 23. The Court, having considered the record and the arguments of counsel and being otherwise advised in the premises, states:

WHEREAS, the Plaintiffs, and the Defendants have entered into a class action Settlement Agreement filed with this Court (“Settlement Agreement”) on November 12, 2019 [ECF No.], together with related documents attached as Exhibits; and

WHEREAS, the Court entered an Order Certifying Settlement Class and Preliminarily Approving Class Action Settlement and Notice of Fairness Hearing on _____, 2019 [ECF No.] (the “Order of Preliminary Approval”), certifying a class in this action for settlement purposes; preliminarily approving the proposed Settlement; ordering notice to

potential Settlement Class Members; providing those Persons with an opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and scheduling a Fairness Hearing; and

WHEREAS, the Court held a duly noticed Fairness Hearing on _____, 2020 to determine whether to finally approve the proposed Settlement; and

WHEREAS, the Parties have complied with the Order of Preliminary Approval 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 Settlement 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 and ADJUDGED, as follows:

1. Incorporation of Defined Terms. Except where otherwise noted, all capitalized terms used in this Final Order and Judgment and in the Release attached hereto as Appendix “B” hereto shall have the meanings set forth in the definitions set forth in the Settlement Agreement attached hereto as Appendix “A”.

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

3. Final Class Certification. The Settlement Class that this Court previously certified in its Order of Preliminary Approval is hereby finally certified for settlement purposes

under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3). The Court adopts and incorporates its class certification findings as set forth in its Order of Preliminary Approval. The Settlement Class consists of:

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

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

The following claims of Settlement Class Members shall be outside of the scope of the Settlement Agreement and the Released Claims, but shall not otherwise affect membership in the Settlement Class: (1) any claims resolved by separate settlement, dismissal with prejudice, or full payment in response to a demand letter; (2) any claims that are the subject of an individual (not on behalf of a proposed class) lawsuit that has been filed and remains pending as of the Court's Order of Preliminary Approval; (3) any claims where insurance benefits exhausted prior to the Effective Date or the date a timely Settlement Claim Form is deemed submitted, whichever is later; and (4) any claims that are denied during the settlement claims process on the grounds that the claim is outside the scope of the Settlement Agreement. When a PIP or other no-fault claim includes both medical services within the scope of the Settlement Agreement and others outside the scope of the Settlement Agreement, the Settlement Agreement and Release will apply but only to those medical services within the scope of the Settlement Agreement.

4. Adequacy of Representation. The Court finds that Class Counsel and Plaintiffs have fully and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rule of Civil Procedure 23(a).

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

(a) constituted the best practicable notice to Settlement Class Members under the circumstances of this Action;

(b) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of: (i) the pendency of this class action; (ii) their right to exclude themselves from the Settlement Class and the proposed Settlement; (iii) their right to object to any aspect of the proposed settlement (including without limitation final certification of the Settlement Class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of the Settlement Class' representation by Plaintiffs or Class Counsel, the award of attorneys' fees and expenses to Class Counsel and/or the award of incentive payments to the named Plaintiffs); (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 Settlement Class; and (v) the binding effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all persons or entities who do not request exclusion from the Settlement 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 Federal Rules of Civil Procedure, and any other applicable rules or law.

(e) the Court adopts and incorporates herein the Affidavit of _____ with the list of Settlement Class Members who were provided Direct Mail Notice of the Settlement

and are therefore bound by this Final Order and Judgment, excluding only those Persons or entities identified as Opt-Outs as provided herein.

6. Website Notice. The Court finds that the content of the publically available Settlement Website complied with the Order of Preliminary Approval and provided additional notice and information regarding the Settlement consistent with the Notice Program.

7. Opt-Outs. The _____ Affidavit identifies health care providers that timely and validly submitted Opt-Out Requests from the Settlement Class. The Court accepts and adopts these Exhibits as the list of Settlement Class Members who validly requested exclusion from the Settlement Class (i.e., Opt-Outs), and who therefore are not bound as Settlement Class Members. These Exhibits are therefore incorporated herein and made a part hereof for all purposes. The Parties may subsequently submit one or more stipulated filings identifying additional Opt-Out Requests that they agree should be treated as valid, and those Persons or entities shall be deemed excluded from the Settlement Class as of the date of the stipulated filing or as otherwise provided therein.

The _____ Affidavit also identifies Opt-Out Requests that did not comply with the requirements set forth in the Order of Preliminary Approval and are currently deemed invalid. The Court finds the Settlement Class Members identified in Exhibit _____ to the _____ Affidavit must timely cure their Opt-Out Requests to be recognized as excluded from the Settlement Class. The Settlement Class Members identified in Exhibit _____ to the _____ Affidavit remain Settlement Class Members should they fail to timely cure their Opt-Out Requests.

8. 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 Plaintiffs and the Settlement Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable rules or law. The Court finds that the Settlement was consummated after multiple, lengthy mediation sessions conducted by Rodney Max, who is highly experienced in complex and class action litigation.

The resulting Settlement provides relief greater than that available pursuant to a demand letter under the PIP statute, and provides Settlement Class Members a claims process simpler than the demand letter process that would otherwise be required to obtain additional PIP benefits. The Court further notes that no objections to class certification or the Settlement are pending as of the Fairness Hearing. [To the extent, if any, that objections to the Settlement Agreement are filed, identify and address such objections here.] The Parties and Settlement Class Members are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.

9. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding on Plaintiffs and all other Settlement 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 Order and Judgment.

10. Release. Upon the Effective Date, the Release attached hereto as Appendix “B” shall be valid and binding.

11. Bar to Asserting Released Claims. Upon the Effective Date, the Plaintiffs and all Settlement Class Members who have not been recognized by the Court as validly excluded from the Settlement Class, whether or not they return a Claim Form within the time and in the manner provided for and whether or not they acknowledge receipt of Class Notice, are hereby: permanently barred from asserting any Released Claims against the Released Parties, and Plaintiffs and the Settlement Class Members shall have released any and all Released Claims against the Released Parties.

12. Permanent Injunction. All Settlement Class Members who have not been recognized by the Court as validly excluded from the Settlement Class are hereby permanently barred and enjoined from: (i) 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 the Action and/or the Released Claims; (ii) organizing or soliciting the participation of any Settlement 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 the Released Claims; and (iii) assigning to any other person the Released Claims under this Final Order and Judgment. The Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court's jurisdiction over the Action and to protect and effectuate the Court's Final Order and Judgment. In the event any Settlement Class Member who has not been recognized by the Court as validly excluded from the Settlement Class serves upon the GEICO COMPANIES a notice of intent to initiate litigation

under Chapter 627 of the Florida Statutes or a civil remedy notice under Chapter 624 of the Florida Statutes, the GEICO COMPANIES shall cause to be sent to such Settlement Class Member a form response letter in substantially the form to be attached as an exhibit to the Joint Motion for Final Approval of Proposed Class Action Settlement, advising the Settlement Class Member of this permanent injunction and the Released Claims described herein.

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

14. Attorneys' Fees and Expenses. Class Counsel are hereby awarded attorneys' fees and costs as set forth below. Aronovitz Law and The Schiller Kessler Group are awarded a total collective payment of attorneys' fees and expenses in the amount of [IDENTIFY AMOUNT]. The GEICO COMPANIES shall fulfill their payment obligation according to the terms set forth in the Settlement Agreement or as otherwise agreed by Class Counsel and the GEICO COMPANIES. The GEICO COMPANIES shall make payment of the foregoing amount awarded within fifteen (15) days of the Effective Date.

15. Incentive Awards. The named Plaintiffs, Gregory Haskin Chiropractic Clinics, Inc., and Coastal Wellness Centers, Inc. are hereby awarded [IDENTIFY AMOUNT] each as compensation for their time and effort in connection with the litigation of this matter. This payment shall be made at the time the Settlement Benefit checks are sent to Settlement Class Members.

16. No Other Payments. Paragraphs 14 and 15 of this Final Order and Judgment covers and shall be the GEICO COMPANIES sole obligation for any and all claims for attorneys' fees and expenses, costs or disbursements incurred by Class Counsel or any other

counsel representing Plaintiffs or Settlement Class Members, or incurred by Plaintiffs or the Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the Released Claims except to the extent otherwise specified in this Final Order and Judgment and the Settlement Agreement.

17. No Admissions. Neither this Final Order and 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 any Party hereto as to the validity or invalidity of any claim or defense, or of any actual or potential fault or liability, or of any lack of 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 the GEICO COMPANIES in any court, administrative agency or other tribunal for any purpose whatsoever, except to enforce the provisions of this Final Order and Judgment and the Settlement Agreement; provided, however, that this Final Order and Judgment and the Settlement Agreement may be filed and used in any action, arbitration or other proceeding against or by the GEICO COMPANIES 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.

18. 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 Settlement 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.

19. Discovery. The confidentiality provisions of the Court's Order of Preliminary Approval shall remain in force. No discovery with regard to the Settlement Agreement or the proposed Settlement and its administration, including the manner in which Direct Mail Notice and Website Notice are provided to Settlement Class Members, shall be permitted by any Settlement Class Members or other Persons, other than as may be directed by this Court after the party seeking such discovery properly files a motion with this Court and served pursuant to the governing rules of procedure.

20. Dismissal of Claims. The claims asserted in the Action, including all of the individual and class claims alleged therein and those identified as Released Claims, are hereby dismissed on the merits and with prejudice against Plaintiffs and all other Settlement Class Members, without fees or costs to any Persons except as specifically provided in this Final Order and Judgment.

21. Retention of Jurisdiction. Without affecting the finality of this Final Order and Judgment, the Court shall have exclusive and continuing jurisdiction over the implementation, interpretation, execution, and enforcement of the Settlement Agreement; of any orders and this Final Order and Judgment entered by the Court; of any questions regarding membership or exclusion from the Settlement Class and/or of the conduct or the policies and procedures described herein, with respect to all Parties hereto and all beneficiaries hereof, including all Settlement Class Members.

Signed this _____ day of _____, 2020.

Honorable Cecilia M. Altonaga
UNITED STATES DISTRICT COURT JUDGE

Conformed copies:
All counsel of record

APPENDIX "A"

[Settlement Agreement]

APPENDIX B

RELEASE

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

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

“Released Parties” means the GEICO COMPANIES, any person or entity covered or insured by the GEICO COMPANIES, and any third party that provided medical bill review or audit services to the GEICO COMPANIES and that provided those services with respect to the claims raised in the Action, and each of their respective present and former affiliates and related companies, officers, directors, employees, insurers, insureds, attorneys, predecessors, successors, assigns, and/or anyone acting or purporting to act for them or on their behalf.

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

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

APPENDIX "C"

APPROVED OPT OUTS

TIN	Name
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Re: Civil Remedy Notice dated _____, 20____
Regarding [add claim details]

Dear _____:

[GEICO] has received the above-referenced Civil Remedy Notice (“CRN”). Please be advised that on [INSERT DATE], the United States District Court for the Southern District of Florida (the “Court”) certified a settlement class and preliminarily approved a proposed settlement in *Gregory Haskin Chiropractic Clinics, Inc. and Coastal Wellness Centers, Inc. v. GEICO Indemnity Co., GEICO Gen. Ins. Co., Government Employees Ins. Co. and GEICO Casualty Co.*, Case No. 17-cv-62462-CMA-BSS (the “Lawsuit”). A copy of the Court’s Order Certifying Settlement Class and Preliminarily Approving Class Action Settlement and Notice of Fairness Hearing on [INSERT DATE AND TIME] (the “Preliminary Approval Order”), as well as the Notice of Proposed Class Action Settlement and Fairness Hearing (the “Class Notice”), are enclosed.

[GEICO]’s records indicate that you are a member of the settlement class (“Settlement Class Member”) and the claims asserted in your CRN are subject to the Court’s Preliminary Approval Order.

Since Settlement Class Members will be eligible to receive compensation through the settlement instead of having to bring their own lawsuits, the Court has tolled the time for [GEICO] to respond to demand letters and civil remedy notices and has tolled the statute of limitations while Settlement Class Members decide whether or not they will stay in the class. The tolling provision in paragraph 23 of the Preliminary Approval Order states:

Tolling

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

This response is the response directed by the Court in paragraph 23 above. [Add GEICO entity] is one of the entities defined as the GEICO COMPANIES in the Court's Preliminary Approval Order. Therefore, the time for [GEICO] to respond to your CRN will not run, and you may not file a lawsuit, prior to complying with the Court's tolling order above.

Although a copy of the Preliminary Approval Order is enclosed, you may also obtain copies of other related filings from the United States District Court for the Southern District of Florida. The Class Notice enclosed with this letter describes the settlement and the rights and options of Settlement Class Members, including applicable deadlines. A Class Notice will be mailed to all Settlement Class Members, or you may request additional copies of the Class Notice from the neutral Claims Administrator appointed by the Court at [INSERT CONTACT INFORMATION FOR CLAIMS ADMINISTRATOR]. Copies of those papers and other information may also be accessed at [INSERT WEBSITE].

Please direct any inquiries to the Claims Administrator.

Thank you for your attention to this matter.

Sincerely,

GEICO Claims

Re: Notice of Intent to Initiate Litigation dated _____, 2019
regarding [add claim details]

Dear _____:

[GEICO] has received the above-referenced notice of intent to initiate litigation (“demand letter”). Please be advised that on [INSERT DATE], the United States District Court for the Southern District of Florida (the “Court”) certified a settlement class and preliminarily approved a proposed settlement in *Gregory Haskin Chiropractic Clinics, Inc. and Coastal Wellness Centers, Inc. v. GEICO Indemnity Co., GEICO Gen. Ins. Co., Government Employees Ins. Co. and GEICO Casualty Co.*, Case No. 17-cv-62462-CMA-BSS (the “Lawsuit”). A copy of the Court’s Order Certifying Settlement Class and Preliminarily Approving Class Action Settlement and Notice of Fairness Hearing on [INSERT DATE AND TIME] (the “Preliminary Approval Order”), as well as the Notice of Proposed Class Action Settlement and Fairness Hearing (the “Class Notice”), are enclosed.

[GEICO]’s records indicate that you are a member of the Settlement Class (“Settlement Class Member”) and the claims asserted in your demand letter are subject to the Court’s Preliminary Approval Order.

Since Settlement Class Members will be eligible to receive compensation through the settlement instead of having to bring their own lawsuits, the Court has tolled the time for [GEICO] to respond to demand letters and civil remedy notices and has tolled the statute of limitations while Settlement Class Members decide whether or not they will stay in the class. The tolling provision in paragraph 23 of the Preliminary Approval Order states:

Tolling

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

This response is the response directed by the Court in paragraph 23. [Add GEICO entity] is one of the entities defined as the GEICO COMPANIES in the Court's Preliminary Approval Order. Therefore, the time for [GEICO] to respond to your demand letter will not run, and you may not file a lawsuit, prior to complying with the Court's tolling order above.

Although a copy of the Preliminary Approval Order is enclosed, you may also obtain copies of other related filings from the United States District Court for the Southern District of Florida. The Class Notice enclosed with this letter describes the settlement and the rights and options of Settlement Class Members, including applicable deadlines. A Class Notice will be mailed to all Settlement Class Members, or you may request additional copies of the Class Notice from the neutral Claims Administrator appointed by the Court at [INSERT CONTACT INFORMATION FOR CLAIMS ADMINISTRATOR]. Copies of those papers and other information may also be accessed at [INSERT WEBSITE].

Please direct any inquiries to the Claims Administrator. Thank you for your attention to this matter.

Sincerely,

GEICO Claims