

**IN THE UNITED STATES DISTRICT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

CASE NO.: 19-cv-61422-CANNON/Hunt

RANDY ROSENBERG, D.C., P.A.
a/a/o Danielle Russell; and on behalf of
itself and all others similarly situated,

Plaintiff,

v.

GEICO GENERAL INSURANCE COMPANY, *et al.*,

Defendant.

CLASS REPRESENTATION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

IF (1) YOU ARE A FLORIDA HEALTH CARE PROVIDER WHO HOLDS AN ASSIGNMENT OF BENEFITS OF A GEICO INSURANCE POLICY¹ FROM AN INDIVIDUAL INSURED BY ONE OF THE GEICO COMPANIES;² AND,

(2) PURSUANT TO THAT ASSIGNMENT, YOU SUBMITTED A CLAIM FOR REIMBURSEMENT OF NO-FAULT BENEFITS TO ONE OF THE GEICO COMPANIES DURING THE CLASS PERIOD FOR A CHARGE IN AN AMOUNT LESS THAN THE SCHEDULE OF MAXIMUM CHARGES IN THE FLORIDA PIP STATUTE (SECTION 627.736(5)(a)1., FLORIDA STATUTES); AND,

(3) THE APPLICABLE GEICO COMPANY UTILIZED THE REASON CODE “BA” TO ISSUE PAYMENT ON YOUR EXPLANATION OF BENEFITS (EOB) OR EXPLANATION OF REVIEW (EOR); AND,

(4) THE GEICO COMPANIES PAID YOU 80% OF THE AMOUNT CHARGED FOR THE CLAIM.

**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. It has been authorized by the Court identified above.
- This Settlement resolves a proposed class action Lawsuit over whether The GEICO Companies improperly interpreted the “Billed Amount” policy language, resulting in an underpayment, for charges submitted at less than the schedule of maximum charges as defined by Section 627.736(5)(a)1, Florida Statutes, for medical services provided to persons insured under certain motor vehicle insurance policies issued by The GEICO Companies for which The GEICO Companies utilized the code “BA” to issue payment and paid 80% of the amount charged for the claim.
- 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 representative 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.**

¹ The “Policy” refers to the Florida Motor Vehicle Insurance policy underwritten by one of The GEICO Companies in Florida and which contains the No-Fault Policy Endorsement indicated by the acronyms, “FLPIP (01-13),” “FLPIP (07-15)” and “FLPIP (01-18)” and such later Endorsements containing the “BA” language.

² The “GEICO COMPANIES” means Defendants, GEICO General Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company and GEICO Casualty Company.

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.
- More information can be found at www.FLBilledAmountSettlement.com.

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BASIC INFORMATION

1. 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 one or more of The GEICO Companies at amounts less than the schedule of maximum charges as defined by Section 627.736(5)(a)1, Florida Statutes (the PIP Statute), for medical charges arising from medical services provided to persons insured under PIP or other No-fault coverages provided in a Florida motor vehicle insurance policy issued by one of The GEICO Companies for which The GEICO Companies utilized the code “BA” when issuing payment and paid 80% of the amount charged for the claim. “BA” is a reason code The GEICO Companies utilized, and when used, it would appear with reference to certain charge line items on the Explanation of Benefits (EOB) or Explanation of Review (EOR) that you were sent associated with your billed charges.

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 interpreted the “Billed Amount” policy language when issuing payment in response 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 *if* you submit a Settlement Claim Form (as detailed below).

The Court in charge of the Settlement of the Lawsuit is the court presiding over the case known as *Randy Rosenberg, D.C., P.A. aao Danielle Russell v. GEICO General Insurance Company, et al.*, Case No. 19-61422-CIV-CANNON/Hunt (S.D. Fla.). This case is referred to in this Notice as the “Lawsuit.” The health care provider who sued – Randy Rosenberg, D.C., P.A. – is called the “Plaintiff,” and the companies it sued –The GEICO Companies – are called the “Defendants.”

2. What is the Lawsuit about?

The Lawsuit claims that The GEICO Companies misinterpreted the “Billed Amount” or “BA” policy language applicable to medical charges submitted by health care providers arising from treatment to persons insured under PIP³ or other No-fault coverages contained in motor vehicle insurance policies issued by The GEICO Companies in Florida.

The Policies included in the Settlement are the Florida Motor Vehicle Insurance policy underwritten by one of The GEICO Companies in Florida and which contains the No-Fault Policy Endorsement indicated by the acronyms, “FLPIP (01-13),” “FLPIP (07-15)” and “FLPIP (01-18)” and such later Endorsements containing the “BA” language. The “Billed Amount” or “BA” language referred to is the following sentence in the Policy: “A charge submitted by a provider, for an amount less than the amount allowed above, shall be paid in the amount of the charge submitted.”

In particular, the Lawsuit contends that The GEICO Companies misinterpreted the “Billed Amount” policy language when making payments in response to charges, resulting in underpayments to the charges. Plaintiff contends that based on the BA language in the Policy The GEICO Companies should have paid the full billed amounts (100% rather than 80% or more paid) on certain charges submitted by health care providers for medical charges arising from treatment to persons insured under PIP or other No-fault coverages issued by The GEICO Companies in Florida. Plaintiff therefore asserts that The GEICO Companies underpaid PIP benefits for medical services by 20% by allegedly failing to properly pay the amount authorized under the “Billed Amount” or “BA” policy language.

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 one or more of The GEICO Companies at less than the schedule of maximum charges as defined by Section 627.736(5)(a)1, Florida Statutes, for medical charges arising from medical services provided to persons insured under PIP or other No-fault coverages provided in a Florida motor vehicle insurance policy issued by The GEICO Companies wherein The GEICO Companies utilized the code “BA” when issuing payment and paid 80% of the amount charged for the claim. Again, as stated above, “BA” is a reason code The GEICO Companies utilized, and when used, it would appear with reference to certain charge line items on the Explanation of Benefits (EOB) or Explanation of Review (EOR) that you were sent associated with your billed charges.

³ “PIP” refers to the personal injury protection insurance as defined by and required under Section 627.736, Florida Statutes.

The GEICO Companies contend that they complied with their obligations in interpreting the “Billed Amount” policy language and issuing 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 identified above and as set forth in the definition of the Settlement Class contained in this Notice defined below.

The Court has approved the Lawsuit to proceed as a class action against The GEICO Companies for settlement purposes only.⁴ If the Settlement is not finally approved, then the case will return to its prior status, and the case will proceed to trial on the merits of Plaintiff’s claims.

3. 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 Representative” in the Lawsuit is the named Plaintiff, Randy Rosenberg, D.C., P.A.

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiff 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.

5. 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 May 31, 2022 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 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 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.

⁴ The Court in this case previously certified a contested class of providers according to a narrower class definition and only against one of the Defendants. The Settlement expands the Class definition and includes more GEICO entities than originally named in the Lawsuit.

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, or filing or prosecuting a lawsuit or other proceeding, or otherwise pursuing claims released by the Settlement.

WHO IS COVERED BY THE SETTLEMENT

6. 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 health care providers who hold an assignment of benefits of the Policy⁵ from an individual insured by one of The GEICO Companies and, pursuant to that assignment, submitted a claim for reimbursement of no-fault benefits to one of The GEICO Companies during the Class Period for a charge in an amount less than the schedule of maximum charges as defined by Section 627.736(5)(a)1., Florida Statutes, where the applicable GEICO Company utilized the reason code “BA” to issue payment to the provider for 80% of the amount charged for the claim.

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 – June 15, 2017 through May 31, 2022.
- GEICO General Insurance Company – May 7, 2014 through May 31, 2022.
- GEICO Casualty Company – June 15, 2017 through May 31, 2022.
- Government Employees Insurance Company – June 15, 2017 through May 31, 2022.

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 Preliminary Approval Order; (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.

⁵ The “Policy” refers to the Florida Motor Vehicle Insurance policy underwritten by one of The GEICO Companies in Florida and which contains the No-Fault Policy Endorsement indicated by the acronyms, “FLPIP (01-13),” “FLPIP (07-15)” and “FLPIP (01-18)” and such later Endorsements containing the “BA” language.

THE SETTLEMENT BENEFITS -- WHAT YOU GET

7. What does the Settlement provide?

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

8. How much would my Settlement payment be?

Settlement Class Members who do not exclude themselves from the Settlement and who timely submit a Valid 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 Claims, Enhanced Relief (Interest), and Submission Compensation, determined as follows:

Readjustment of PIP Claims

The GEICO Companies will readjust settlement claims as follows: For each qualifying claim number/line item charge on a PIP insurance claim, The GEICO Companies will reimburse each Settlement Class Member that submits a Valid Settlement Claim an amount calculated at 20% of the amount billed by the Settlement Class Member for each claim where GEICO utilized the code “BA” with respect to the payment of the claim where the billing provider billed at less than 100% of the schedule of maximum charges as defined by Section 627.736(5)(a)1., Florida Statutes and The GEICO Companies paid the provider 80% of the amount billed on the claim.

Enhanced Relief

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

Submission Compensation

Settlement Class Members who submit a Valid Claim Form by U.S. Mail shall also receive a payment to offset postage and time in the flat amount of nine dollars (\$9.00) per separate Valid Claim Form that has been submitted by U.S. Mail (i.e. if a provider has treated three separate insureds and thereby must submit 3 separate Settlement Claim Forms, that provider will be entitled to \$27.00 in Submission Compensation upon submission of the three Valid Claim Forms). Settlement Claim Forms submitted by U.S. Mail that are otherwise qualifying, but for which no other payment will be made due to exhaustion of benefits, will nonetheless 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 shall continue to apply. The GEICO Companies waive the defenses of reasonableness, relatedness, and medical necessity for purposes of this Settlement only. The GEICO Companies shall further continue to apply any defenses arising from GEICO claims that were adjusted and paid under an applicable out of state policy; the GEICO insurance claim having been previously resolved, discharged, settled, or released; or where the BA code was not actually applied to the qualifying patient/line item charge on the GEICO insurance claim.

The coverage benefits remaining under the applicable policy limits as of the date the Settlement Claim Form is deemed submitted shall be applied and shall be the maximum amount of recovery available under the Settlement. Exhaustion of benefits and other limits on the amounts payable under the applicable policy on claims arising after the Settlement Claim Form is deemed submitted shall not be applied as a further limitation on the amount of a Settlement Relief payment, but in no event shall The GEICO Companies be responsible for paying greater than the applicable policy limits on the claim for Settlement Relief, or greater than the coverage benefits applicable to that claim remaining under the applicable insurance policy in response to a claim for Settlement Relief. Settlement Claim Forms shall be deemed submitted based upon their postmark date or online submission date, plus 30 days for purposes of determining the PIP benefits that remain under the applicable insurance policy.

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.

The proposed Settlement 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 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

9. How can I get a payment?

To qualify for Settlement Relief, you must timely submit a complete Settlement Claim Form via First Class Mail, postage prepaid or via the Settlement Website. 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, www.FLBilledAmountSettlement.com.

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.

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.

Under no circumstance may more than one Settlement Claim Form be submitted in a single envelope or box sent via U.S. First Class Mail. A separate Settlement Claim Form must be submitted by each natural person or entity requesting relief under the Settlement for each separate GEICO insured who was treated by the Settlement Class Member. Settlement Claim Forms can only be submitted individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass. Settlement Claim Forms may be submitted by a Settlement Class Member's individually legally authorized representative so long as the submission meets the requirements set forth in the Settlement Agreement.

Your completed Settlement Claim Form(s), if mailed, must be sent by First-Class Mail, postage prepaid, to the Claims Administrator, at Rosenberg v GEICO, c/o JND Legal Administration, PO Box 91222, Seattle WA 98111. Your Settlement Claim Form must either be postmarked, or uploaded if using the Settlement Website portal, no later than 150 days from the Class Notice Mailing Date (November 28, 2022).

10. When would I get my payment?

The Court will hold a Final Approval Hearing, as described below in this Notice, to decide whether to finally 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.

11. 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.

THE LAWYERS REPRESENTING YOU - CLASS COUNSEL

12. Do I have a lawyer in this case?

The Court has appointed the following lawyers to represent you and the other Class Members: Edward Zebersky, Michael T. Lewenz, and Mark S. Fistos of Zebersky Payne Shaw Lewenz, LLP, and Alec Schultz of Hilgers Graben, PLLC. 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.

13. How will the lawyers be paid?

You will not be charged for the services of Class Counsel. The Court will decide how much Class Counsel will be paid for their time and effort. Thus far, Class Counsel have received no fees or costs for working on this case. Any payment of attorney’s fees and costs awarded by the Court will be paid *solely* by The GEICO Companies.

As part of the Settlement, Class Counsel will ask the Court to approve a total collective payment to them and their firms of attorneys’ fees and expenses up to Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000.00).

The attorneys’ fees and expenses 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. The foregoing attorneys’ fees and expenses were negotiated only after relief to Class Members was agreed. This amount and its payment does not 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.

14. 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 Request must identify and include: (1) the litigation as *Randy Rosenberg, D.C., P.A. aao Danielle Russell v. GEICO General*, Case No. 19-61422-CIV-CANNON/Hunt; (2) the injured party/patient’s legal name; (3) The GEICO Companies policy and claim number; (4) the Settlement Class Member’s full legal name and any aliases; (5) 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); (6) the Settlement Class Member’s address; (7) an expression of the Settlement Class Member’s desire to Opt Out or be excluded from the Settlement Class; and (8) 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 Requests must be individually submitted by each natural person or entity requesting exclusion from the Settlement. Any Opt Out Request can only be exercised individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass. Opt Out Requests may be submitted by a Settlement Class Member’s individual legally authorized representative so long as the submission meets the requirements set forth in this section and as described in the Settlement Agreement. Each Opt Out Request must be individually submitted using First-Class U.S. Mail. In other words, only one Opt Out Request may be submitted per envelope using First-Class U.S. Mail.

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 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 a reasonable opportunity to read the Class Notice and after reviewing their own internal records to confirm that they are a Settlement Class Member specifically requested to be excluded from this Settlement Class.”

The person submitting the Opt Out Request must also attest that: “I have also actually advised the Class Member of the salient terms of the Settlement Agreement, including the monetary terms of the Settlement Agreement and a comparison of recovery based on the monetary terms of the Settlement and what that proposed Settlement Class Member could expect without the Settlement set forth in the Settlement Agreement and that after a full consultation of this information, the proposed Settlement Class Member still desires to opt out of the Settlement.”

If the Opt Out Request 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 Request in identifying which persons or entities requested exclusion from the Settlement Class.

Your written Opt Out Request must be sent by First-Class Mail, postage prepaid, and postmarked no later than 45 days from the Class Notice Mailing Date (August 15, 2022) and must be addressed to the Claims Administrator at: Rosenberg v GEICO, c/o JND Legal Administration, PO Box 91222, Seattle WA 98111. No Opt Out Requests submitted via any other means will be accepted as valid.

Within twenty (20) 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. Their objection will provide a 10-day time period to correct the problem, along with the opportunity to seek judicial review of any dispute concerning the sufficiency or validity of any 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 Final Approval 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.

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.

15. 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.

16. 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

17. 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, or the request of Class Counsel for fees and expenses.

To object, you must submit a writing containing the following: (i) a prominent identifying reference to the Lawsuit as follows "*Randy Rosenberg, D.C., P.A. aao Danielle Russell v. GEICO General, Case No. 19-61422-CIV-CANNON/Hunt*"; (ii) the name and address of the Settlement Class Member objecting, and if represented by counsel, of his/her/its counsel; (iii) the objector's/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); (iv) a statement listing all objections being made specifically, along with a verification that the objector is a Settlement Class Member; (v) a statement indicating whether the objector/Settlement Class Member intends to appear at the Final Approval Hearing (with or without counsel); (vi) a statement as to whether the objector/Settlement Class Member is represented by counsel for purposes of objecting; and (vii) 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 45 days from the Class Notice Mailing Date (August 15, 2022). In no event may any objection be filed or served less than five (5) business days prior to the Final Approval Hearing, as described in this Notice.

Address For Filing With Court	Class Counsel	Counsel for The GEICO Companies
Clerk of the U.S. District Court Alto Lee Adams, Sr. United States Courthouse 101 South U.S. Highway 1 Fort Pierce, Florida 34950	Edward Zebersky, Esquire Zebersky Payne Shaw Lewenz, LLP 110 Southeast 6th Street Suite 2900 Ft. Lauderdale, Florida 33301	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 Final Approval 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.

18. 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 FINAL APPROVAL HEARING

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

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

The Court will hold the Final Approval Hearing at 10:00 a.m. on December 2, 2022, at the Alto Lee Adams, Sr. United States Courthouse, 101 South U.S. Highway 1, Fort Pierce, Florida 34950. 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. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

20. 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.

21. May I speak at the hearing?

Yes, if you timely submitted your objection and indicated that you intend to speak at the Final Approval Hearing. Any attorney representing a Settlement Class Member who intends to appear at the Final Approval Hearing must also file a Notice of Intent to Appear pursuant to the Southern District of Florida Local Rule 11.1(d)(2) with the Court, and serve it upon Class Counsel and counsel for The GEICO Companies, at the addresses specified above. This Notice of Intent to Appear must be postmarked no later than thirty (30) days before the Final Approval Hearing. This Notice of Intent to Appear must be a writing containing the following: (i) a prominent identifying reference to the Lawsuit as follows “*Randy Rosenberg, D.C., P.A. aao Danielle Russell v. GEICO General*, Case No. 19-61422-CIV-CANNON/Hunt” 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 Tax I.D. Number (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’s/Settlement Class Member’s behalf, the counsel’s full name, address, telephone number, and bar number.

The foregoing 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 November 2, 2022, which is thirty (30) days before the Final Approval Hearing Date on December 2, 2022. In no event may any Notice of Intent to Appear be filed or served less than five (5) business days prior to the Final Approval 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 Final Approval 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 Final Approval 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 or Preliminary Approval Order, the terms of the Preliminary Approval first then Settlement Agreement second shall control. More details are in the Settlement Agreement, which is on file and may be reviewed at the Court or can be viewed at www.FLBilledAmountSettlement.com, together with other information about the Settlement. You can also write to the Claims Administrator at **Rosenberg v GEICO, c/o JND Legal Administration, PO Box 91222, Seattle WA 98111**, call at 1-855-606-0783 or email at info@FLBilledAmountSettlement.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 AILEEN M. CANNON
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, Plaintiff and all other Settlement Class Members who have not been recognized by the Court as excluded from the Settlement Class as Recognized Opt Outs, 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 arising from the Released Parties' calculation and payment of PIP claims relating to or arising from the GEICO Companies' interpretation of and payments pursuant to the Billed Amount policy language (i.e., the BA Issue).

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.