

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2020-020117-CA-01

SECTION: CA44

JUDGE: Lisa Walsh

All X-Ray Diagnostic Services, Corp

Plaintiff(s)

vs.

Geico Indemnity Company

Defendant(s)

_____ /

PRELIMINARY APPROVAL ORDER

This matter is before the Court on August 5, 2024 upon the Joint Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Settlement Agreement and Release and each of its exhibits (the “Settlement Agreement”) between Plaintiff, All X-Ray Diagnostic Services, Corp. a/a/o Luis Pino, on behalf of itself and the Settlement Class Members (as defined below), and Defendants, GEICO Indemnity Company, Government Employees Insurance Company, GEICO General Insurance Company and GEICO Casualty Company (the “GEICO Companies”), together with the record in this case, and having conducted a preliminary approval hearing on August 5, 2024, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that the parties’ Joint Motion for Preliminary Approval of 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, 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 Court.

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.

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 (b)(3), this Action is certified as a class action on behalf of the following Settlement Class:

All Florida healthcare providers who are/were the assigns or assignees of covered insureds under an automobile insurance policy issued by the GEICO Companies as described in s. 627.736, Fla. Stat., who at any time during the Class Period submitted bills to the GEICO Companies for payment of PIP benefits for all services, supplies or care described by the assigned CPT code for which the GEICO Companies allowed an amount that is less than the Highest Allowable Amount Under Medicare Part B for 2007 and issued payment based thereon. The "Highest Allowable Amount Under Medicare Part B for 2007" is defined to mean the greater of 200% of the 2007 non-facility OPPS amount or 200% of the non-facility limiting charge with neither including the budget neutrality adjustment (BNA) applied to the work RVU.

Excluded from the Settlement Class are persons and/or entities who timely opt-out of the Settlement Class using the correct protocol for opting-out that will be

formally established by the Court; the GEICO Companies; any subsidiary or affiliate of the GEICO Companies; the directors, officers and employees of the GEICO Companies or their subsidiaries or affiliates; any entity in which any excluded person or entity has a controlling interest; the legal representatives, heirs, successors and assigns of any excluded person or entity; and the judge assigned to this case along with any persons within the third degree of consanguinity to such judge.

The “Class Period” means September 18, 2015 through the date of this Preliminary Approval Order.

5. 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 date of this 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 coverage or other grounds not related to the Litigated Issues. 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.

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

7. 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 Florida 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 Plaintiff are typical of the claims of the Settlement Class Members they seek to represent; (d) the Plaintiff 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.

8. 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 or individualized reasonableness issues, since the Parties have negotiated an alternative claims process under which a negotiated, agreed formula will be applied.

9. 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.

10. The Court appoints and designates Plaintiff, All X-Ray Diagnostic Services, Corp., as the representative of the Settlement Class (as defined above) for the purpose of seeking approval of the Settlement of this Action, and is referred to herein as “Plaintiff” or “Class Representative.”

11. Counsel for Plaintiff 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: Melisa Coyle of The

Coyle Law Firm, P.A., Kenneth J. Dorchak of Buchalter Hoffman & Dorchak, and Mac S. Phillips of Phillips Tadros, P.A.

12. 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.

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, through the Claims Administrator, the Notice of Proposed Class Action Settlement and Final Approval Hearing (the “Class Notice”) 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. The Claims Administrator shall print and cause to be mailed by First-Class Mail, postage prepaid, the Direct Mail Notice. The Direct Mail Notice shall be sent by the Claims Administrator on or before the first business day 45 days following the entry of this Preliminary Approval Order, or such time as the Parties may agree. 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 available to The GEICO Companies.

(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. 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.

(c) **Proof of Mailing.** No later than fourteen (14) days before the Final Approval 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 Settlement Website Notice.** The Claims Administrator shall, within thirty (30) days of the entry of this Preliminary Approval Order, establish and maintain a Settlement Website, which shall be interactive and dedicated to the Settlement. The Settlement Website URL, layout, content, and SEO shall be reviewed and agreed to by the Parties. The Settlement Website shall, at a minimum post the Claim Form, a copy of the Settlement Agreement, this Preliminary Approval Order, the Settlement Website Notice, Class Counsel's request for attorneys' fees and costs, 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 create and maintain a URL for the Settlement Website

selected by The GEICO Companies' Counsel and approved by Class Counsel. Ownership of the Website URL shall be transferred to The GEICO Companies within 10 days of the date which operation of the Website ceases. The Settlement Website shall also contain a portal for electronic submission of Claim Forms as described herein.

(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 Claims Forms, 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, written requests for exclusions, 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 Settlement 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 Settlement 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 150 days from the Class Notice Mailing Date. A Settlement Claim Form submitted on the Settlement Website or postmarked after this date shall be untimely and invalid. Settlement Claim Forms must contain

the information and comply with the requirements set forth in the Settlement Agreement.

More than one Settlement Claim Form may not 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 Company insured who was treated by the Settlement Class Member. Settlement Claim Forms may 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 individual legally authorized representative so long as the submission meets the requirements as described 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 Preliminary Approval Order meets the requirements of the Florida Rules of Civil Procedure, including Rule 1.220, 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 Settlement 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 Settlement 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 Florida 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) a prominent identifying reference to All X-Ray as follows “*All X-Ray Diagnostic Services, Corp. v. GEICO Indemnity Company*, Case No. 2020-020117-CA-01;” (ii) the injured party/patient’s legal name; (iii) the GEICO Companies’ claim number, and policy number (if available) that the Settlement Class Member seeks to exclude from the Settlement; (iv) the Settlement Class Member’s full legal name and any aliases, (v) 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), (vi) the Settlement Class Member’s address, (vii) an expression of the Settlement Class Member’s desire to opt out or be excluded from the Settlement Class; and (viii) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory.

(b) A separate Opt Out Request 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 under the circumstances described herein. 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. No Opt Out Request submitted via any

other means will be accepted as valid.

(c) 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 a reasonable opportunity to read the Class Notice and thereafter specifically requested to be excluded from the Settlement Class.” The person submitting the Opt Out Request must further include the following attestation on the Opt Out Request: “I also actually advised the Settlement Class Member of the salient terms of 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.”

(d) Any written Opt Out Request must be sent by First-class mail, postage prepaid, and postmarked no later than forty-five (45) days after the Class Notice Mailing Date, and addressed to the Claims Administrator at the address identified in the Direct Mail Notice.

(e) 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, and shall also provide a 10-day time period to correct the problem, along with an 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.

(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 Final Approval Hearing, the Parties or Class Administrator shall file with the Court a list identifying all persons or entities who timely submitted written Opt Out Requests complying with this Order, and are therefore Recognized Opt Outs.

17. If the proposed Settlement is approved, any Settlement Class Member who is not deemed by the Court as a Recognized Opt Out 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 Tax Identification Number or 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.

18. 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 15% of potential Settlement Class Members who are sent notice validly opt out of the Settlement Class.

Objections

19. 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, and/or the application for a class representative award, in the manner set forth below.

(a) Each objection must be in writing and include: (i) a prominent identifying

reference to Rosenberg-Russell as follows: “All X-Ray Diagnostic Services, Corp. v. GEICO Indemnity Company, Case No. 2020-020117-CA-01”; (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 ID 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 with specificity along with 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; (vii) 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 (ix) 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 Plaintiff and the Settlement Class:

Kenneth J. Dorchak
Buchalter Hoffman & Dorchak
1075 Northeast 125th Street, Suite 202
North Miami, Florida 33161
kdorchak@bhdlawfirm.com

As to The GEICO Companies:

John P. Marino
Rivkin Radler
1301 Riverplace Boulevard, 10th Floor
Jacksonville, Florida 32207
John.marino@rivkin.com

Any such written objections must be filed with the Court and served upon the above counsel postmarked no later than thirty (30) days from the Class Notice Mailing Date.

(c) Any Settlement Class Member who submits a timely written objection shall

consent to deposition by Class Counsel or the GEICO Companies' Counsel prior to the Final Approval Hearing.

(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.

20. 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. The Class Notice 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 Final Approval Hearing. Further, any Settlement Class Member who intends to appear at the Final Approval 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.

21. 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.

Appearances at the Final Approval Hearing

22. Any Settlement Class Member who files and serves a timely, written objection pursuant to the terms of this Order may also appear at the Final Approval 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.

23. Settlement Class Members or their attorneys intending to appear at the Final Approval 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 Rosenberg-Russell as follows: “*All X-Ray Diagnostic Services, Corp. v. GEICO Indemnity Company*, Case No. 2020-020117-CA-01” 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 ID 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; (v) 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 (vi) if counsel will appear on the objector/Settlement Class Member's behalf, the counsel's full name, address, telephone number, and bar number.

24. 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 thirty (30) days before the Final Approval Hearing.

25. 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 Final Approval Hearing, except for good cause shown.

Tolling

26. 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) 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 shall be in a form substantially in the forms attached as Exhibit E to the Settlement Agreement.

Injunction

27. Pursuant to Florida Rule of Civil Procedure 1.220 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.

Final Approval Hearing

28. A Final Approval Hearing shall be held at 9:00A.M. on February 7, 2025 for the purpose of determining (a) whether the Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (b) the merit of any objections to the Settlement; (c) the requested

Attorneys' Fee Award to Class Counsel and Incentive Award to Plaintiff; and (d) entry of final judgment approving the Settlement. This hearing will be held at the Dade County Courthouse, 73 West Flagler Street, Miami, Florida 33130, Room DCC 1500.

Other Provisions

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

30. 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 prior to execution of the Settlement Agreement.

31. 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 Class Counsel or with Class Counsel's express consent, or as approved by this Court. However, Class 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.

32. 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 Plaintiff 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 except as necessary to enforce its terms. Neither the certification of the Settlement Class, nor the settlement of the Action, shall be deemed an admission by Plaintiff or their counsel that a litigation class could not properly be certified in this Action; and Plaintiff shall retain all rights to assert that the Action may be certified as a litigation

class.

33. 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. All discovery and other proceedings in this case is further stayed until further 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.

34. 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 Final Approval Hearing without further written notice.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 12th day of August, 2024.

2020-020117-CA-01 08-12-2024 8:11 AM


2020-020117-CA-01 08-12-2024 8:11 AM

Hon. Lisa Walsh

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

Chris Tadros, service@phillipstadros.com

Edward Cottrell, Edward.Cottrell@rivkin.com

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Physically Served: