

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

CASE NO.: 2020-20117-CA-01

ALL X-RAY DIAGNOSTIC SERVICES,
CORP., as assignee, on behalf of itself and
all others similarly situated,

Plaintiff,

v.

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

Defendant.

CLASS REPRESENTATION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

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

(3) THE GEICO COMPANIES ALLOWED AN AMOUNT THAT IS LESS THAN THE HIGHEST ALLOWABLE AMOUNT UNDER MEDICARE PART B FOR 2007² AND ISSUED PAYMENT BASED THEREON;

**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 surrounding the GEICO Companies interpretation of the Florida No-Fault Law and regarding the manner of calculating reimbursements to be made pursuant to the Limiting Charge, Outpatient Prospective Payment System (“OPPS”) and Budget Neutrality Adjustment (“BNA”) payment methodologies, and whether the GEICO Companies improperly allowed an amount that is less than the Highest Allowable Amount Under Medicare Part B for 2007, resulting in an underpayment, for charges submitted for medical services provided to persons insured under certain motor vehicle insurance policies issued by the GEICO Companies. The “Highest Allowable Amount Under Medicare Part B for 2007” is defined to mean the greater of 200% of the 2007 non-facility OPSS amount or 200% of the non-facility limiting charge with neither including the budget neutrality adjustment (BNA) applied to the work RVU.
- 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 mailing 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.

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

² The “Highest Allowable Amount Under Medicare Part B” is defined to mean the greater of 200% of the 2007 non-facility OPSS payment amount or 200% of the non-facility limiting charge with neither including the budget neutrality adjustment (BNA) applied to the work RVU.

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.

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BASIC INFORMATION

1. Why did I get this Notice?

You may have submitted a bill or bills to one or more of the GEICO Companies 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 wherein the GEICO Companies allowed an amount that is less than the Highest Allowable Amount Under Medicare Part B for 2007 when issuing payment. 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.

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 allowed an amount that is less than the Highest Allowable Amount Under Medicare Part B for 2007 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 Action (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 Action is the court presiding over the case known as *All X-Ray Diagnostic Services Corporation v. GEICO Indemnity Company et al.*, Case No. 2020-20117-CA-01 (Miami Dade County Court, Complex Business Litigation Division). This case is referred to in this Notice as the “Action.” The health care provider who sued – All X-Ray Diagnostic Services Corporation – is called the Plaintiff, and the Companies they sued – the GEICO Companies – are called the Defendants.

2. What is the Action about?

The Action claims that the GEICO Companies misinterpreted Florida No-Fault Law regarding the manner of calculating reimbursements to be made pursuant thereto, and in response 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.

In particular, the Action contends that the GEICO Companies failed to utilize the highest allowable amount under Medicare Part B for 2007 when issuing payment, which Plaintiff contends results in a violation of § 627.736(5)(a)(2), Fla. Stat. Plaintiff further contends that the GEICO Companies improperly included a budget neutrality reduction applicable only on actual Medicare claims in calculating the allowable amount under the applicable schedule of Medicare Part B for 2007. 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.

Plaintiffs therefore assert that the GEICO Companies underpaid PIP benefits for medical services by allegedly failing to properly base its payment on the greater of 200% of the 2007 non-facility OPPS amount or 200% of the non-facility limiting charge, and by further including the budget neutrality adjustment (BNA) applied to the work RVU when issuing payment.

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 or other No-fault coverages provided in a Florida motor vehicle insurance policy issued by the GEICO Companies wherein the GEICO Companies failed to base its payment in response to the bill on the greater of 200% of the 2007 non-facility OPPS amount or 200% of the non-facility limiting charge, and further included the budget neutrality adjustment (BNA) applied to the work RVU when issuing payment.

The GEICO Companies contend that it complied with its obligations in 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 Action.

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

The Action 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 Action to proceed as a class action for settlement purposes only. 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 Action is the named Plaintiff, All X-Ray Diagnostic Services Corporation.

4. 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 Action, 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 August 12, 2024, 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) 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.

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 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” for each entity comprising the GEICO Companies is defined as September 18, 2015 through August 12, 2024.

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 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.

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

7. 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 a potential Settlement Relief payment following Readjustment of Claim(s) and Claim 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 qualifying Settlement Claim Form will be eligible to receive Settlement Benefits from the GEICO Companies, subject to the requirements and terms of the Settlement. The Settlement benefits include Readjustment of Claim(s) and Claim Submission Compensation, determined as follows:

Readjustment of Claim(s)

The GEICO Companies will readjust Settlement claims as follows: For each qualifying patient/line item charge on a PIP insurance claim, GEICO will reimburse each Settlement Class Member that submits a valid Settlement Claim Form in an amount calculated as follows: 35% of 80% of the difference (if any) between the Highest Allowable Amount Under Medicare Part B for 2007 and the amount(s) previously paid on the claim to the Settlement Class Member by the GEICO Companies.

Claim Submission Compensation

Settlement Class Members who submit a qualifying Settlement Claim Form will also receive a postage and submission payment in the flat amount of five dollars (\$5.00) for each valid Settlement Claim Form submitted via U.S. Mail. Settlement Claim Forms that are submitted by U.S. Mail that are otherwise qualifying, but for which no other payment will be made due to exhaustion of benefits or other applicable reason will still receive the Claim 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 policy limits as of the date that 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 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. Settlement Claim Forms shall be deemed submitted based upon their postmark date or online submission date, plus thirty (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 Benefits, and Settlement Class Members waive any claim to such interest, costs, attorneys' fees, or other extra-contractual payments.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

9. How can I get a payment?

To qualify for Settlement Benefits, 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.flallxraysettlement.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 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 set forth in this Notice and as described 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 Florida All X-Ray Settlement, c/o JND Legal Administration, PO Box 91067, 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 (September 26, 2024).

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 Benefits 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 Benefits payment?

If you do not agree with the amount of your Settlement Benefits payment, you will be provided an opportunity to have your Settlement Benefits 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: 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. 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 and class representative 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 Two Million Nine Hundred Ninety Thousand Dollars (\$2,990,000).

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

As part of the Settlement, Class Counsel will also ask the court to approve a total collective payment Class Representative Award to the class representative, All X-Ray Diagnostic Services Corporation, up to Five Thousand Dollars (\$5,000).

The Class Representative Award will be separate and apart from any Settlement Benefits that may be payable to the Settlement Class Members under the terms of the Settlement Agreement, and will not reduce or otherwise affect the amount of Settlement Benefits payable to 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 Action, 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 Benefits 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 Action. 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 exclusion request must identify and include: (1) a prominent reference to the litigation as "*All X-Ray Diagnostic Services, Corp. v. GEICO Indemnity Company*, Case No. 2020-020117-CA-01;" (2) the injured party/patient's legal name; (3) the GEICO Companies' claim number, and policy number (if available) that the Settlement Class Member seeks to exclude from the Settlement; (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 Request must be individually submitted by each natural person or entity requesting exclusion from the Settlement Class. 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. No Opt Out Request submitted via any other means will be accepted as valid.

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 thereafter specifically requested to be excluded from the Settlement Class."

The person submitting the Opt Out Request must further attest that: "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."

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 (September 26, 2024) and must be addressed to the Claims Administrator at: Florida All X-Ray Settlement, c/o JND Legal Administration, PO Box 91067, Seattle, WA 98111. No Opt-Out exclusion 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. Any 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 Benefits, and you cannot object to the Settlement. You will not be legally bound by the Settlement or anything that happens in the Action.

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 where the only issue in such suit or claim are those issues or claims which are 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 this Action 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 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 along with a verification that the objector is a Settlement Class Member; (v) a statement indicating whether the objector intends to appear at the Final Approval Hearing; and the name and address of any attorney who intends to appear for the Settlement Class Member 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) the GEICO Companies' policy and/or claim number(s) affected by the Settlement.

The right to object to the Settlement must be exercised individually by a Settlement Class Member or his/her/its 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.

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 thirty (30) days from the Class Notice Mailing Date (September 26, 2024). 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 Court, Miami-Dade County 73 W. Flagler Street Miami, FL 33130	Kenneth J. Dorchak, Esq. 1075 N.E. 125 th Street, Suite 202 North Miami, FL 33161	John P. Marino, Esquire 1301 Riverplace Boulevard, 10 th Floor Jacksonville, FL 32207-9047

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 Benefits 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 9:00A.M. (EST) on February 7, 2025, at the Dade County Courthouse, 73 West Flagler Street, Miami, Florida 33130, Room DCC 1500. 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. 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 this Action 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 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; (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 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 30 days before the Final Approval Hearing. 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 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 Benefits 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 Action, 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 www.flallxraysettlement.com, together with other information about the Settlement. You can also write to the Claims Administrator at Florida All X-Ray Settlement, c/o JND Legal Administration, PO Box 91067, Seattle, WA 98111, call at 1-877-753-2762, or email at info@flallxraysettlement.com.

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

**HONORABLE LISA S. WALSH
MIAMI-DADE COUNTY 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 Action.

"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 Action, 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 GEICO Companies manner of calculating reimbursements to be made pursuant to the Limiting Charge, Outpatient Prospective Payment System ("OPPS") and Budget Neutrality Adjustment ("BNA") payment methodologies, and whether the GEICO Companies improperly allowed an amount that is less than the Highest Allowable Amount Under Medicare Part B for 2007, resulting in an underpayment, for charges submitted for medical services provided to persons insured under certain motor vehicle insurance policies issued by the GEICO Companies

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.