

LM General Class Administrator
P.O. Box 6175
Novato, CA 94948-6175

LMP

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**IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA**

PRESGAR IMAGING OF CMI NORTH,
LC and BEACHES OPEN MRI OF
TAMARAC, LLC, et al., as assignees, individually,
and on behalf of all similarly situated persons,

Plaintiffs,

v.
LM GENERAL INSURANCE COMPANY, et al.,
Defendants.

CONSOLIDATED

Case Nos.: CACE 20-010138 (02)
CACE 20-013306 (18)
CACE 20-014646 (14)
CACE 20-014759 (21)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

This Notice is sent pursuant to Court Order. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY IF: (1) YOU BILLED LM GENERAL INSURANCE COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, LM INSURANCE CORPORATION, AND/OR THE FIRST LIBERTY INSURANCE CORPORATION FOR SERVICES POTENTIALLY COVERED BY FLORIDA PERSONAL INJURY PROTECTION BENEFITS FOR **DATES OF SERVICE FROM JUNE 19, 2015 THROUGH MARCH 7, 2023**; AND (2) ONE OR MORE OF THOSE COMPANIES REDUCED OR DECLINED PAYMENT ON THE BASIS THAT THE POLICY'S PIP BENEFITS HAD BEEN EXHAUSTED. THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why did I get this Notice?

You may have submitted a bill or bills to LM General Insurance Company, Liberty Mutual Insurance Company, LM Insurance Corporation, and/or The First Liberty Insurance Corporation (collectively, “Liberty Mutual”) for **medical services provided from June 19, 2015 through March 7, 2023**, to persons insured under personal injury protection (“PIP”) coverage provided in a Florida automobile insurance policy issued by Liberty Mutual. Liberty Mutual’s records indicate that those charges may have been reduced or declined based upon the relevant policy’s PIP benefits having been exhausted upon the collective of payment of \$10,000 for the claim at issue.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit, 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, any amounts due pursuant to the Settlement Agreement will be paid.

The Court in charge of the lawsuits and settlement is the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the cases are known as (a) *Presgar Imaging of CMI North, LC, et al. v. LM General Insurance Company*; Case No. CACE 20-010138; (b) *Beaches Open MRI of Tamarac, LLC v. Liberty Mutual Insurance Company*; Case No. CACE 20-013306; (c) *Presgar Imaging of CMI North, L.C. d/b/a CMI North v. LM Insurance Corporation*; Case No. CACE 20-014646 (d) *Beaches Open MRI of the Treasure Coast, LLC v. The First Liberty Insurance Corporation*; Case No. CACE 20-014759; (collectively referred to in this Notice as the “Lawsuit”). The health care providers who sued—Presgar Imaging of CMI North, L.C., Beaches Open MRI of Tamarac, LLC, and Beaches Open MRI of the Treasure Coast, LLC—are called the Plaintiffs, and the companies they sued—LM General Insurance Company, Liberty Mutual Insurance Company, LM Insurance Corporation, and The First Liberty Insurance Corporation—are called the Defendants.

What is the Lawsuit about?

The Lawsuit alleges that Liberty Mutual improperly determined that its automobile insurance policies issued in Florida provided for a maximum of \$10,000 per claim in PIP benefits rather than a maximum of \$12,500 per claim in PIP benefits, and that Liberty Mutual improperly reduced or declined payment of PIP benefits based upon its determination that its policies provided for a maximum of \$10,000 per claim. Liberty Mutual contends that it complied with its obligation to reimburse reasonable medical expenses in conformance with the insurance policy and the No-Fault Law up to the applicable maximum amount potentially available per claim. The Court has made no ruling on the merits of the claims or defenses made in the Lawsuit.

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

Why is this a class action?

In a class action, one or more people called Class Representatives sue on behalf of people whom 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. In the Lawsuit, the “Class Representatives” are the named Plaintiffs, Presgar Imaging of CMI North, L.C., Beaches Open MRI of Tamarac, LLC, and Beaches Open MRI of the Treasure Coast, LLC.

Why is there a settlement?

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

How do I know if I am covered by the settlement?

Other than a few limited exceptions, you are a member of the “Settlement Class” covered by the settlement if you fall within the following class definition adopted by the Court. The “Settlement Class” is composed of a person (or entity):

- (a) Who is an assignee of an insured under a Florida automobile insurance Policy issued by any of the Defendants that provides coverage for PIP;
- (b) Who provided services to an insured that was actually or potentially covered under the PIP coverage afforded to the insured;
- (c) Who filed a claim for PIP benefits with one or more of the Defendants;
- (d) Who did not receive payment of all or a portion of the claimed amount due to the applicable Defendant’s determination that PIP benefits that otherwise may have been afforded for the claim had been exhausted upon the payment of \$10,000 in PIP benefits rather than \$12,500 in PIP benefits; and
- (e) Whose claim was based upon services provided to the insured during the time period of June 19, 2015 through March 7, 2023.

Excluded from the Settlement Class are: (1) any in-house or outside counsel for Defendants and the immediate family members of such Persons; (2) employees of Defendants; (3) any members of the judiciary assigned to the Lawsuit and their staff; (4) the Parties’ counsel in the Lawsuit; (5) any Persons with PIP claims which have already been fully paid or resolved, whether by direct payment, arbitration, release, or judgment, based upon the applicable Policy affording \$12,500 in potential maximum PIP benefits rather than \$10,000 in potential maximum PIP benefits; (6) any PIP claims of Persons who have provided any of the Defendants with a release of such PIP claims; (7) any PIP claims that are the subject of any lawsuit pending prior to March 7, 2023; and (8) any Persons and/or claims otherwise excluded by Paragraphs 45, 47, and/or 53(b) of the Settlement Agreement.

Members of the Settlement Class are referred to as “Class Members” or “Settlement Class Members.” A search of Liberty Mutual’s 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.

How much would my Settlement Payment be?

Settlement Class Members who do not exclude themselves from the settlement may be eligible to receive a Settlement Payment, to be determined as follows:

Each Settlement Class Member shall be paid by direct payment, without the need for any proof of claim process, an amount calculated in the following manner: (a) for each individual claim/exposure within the Class Period, Defendants shall first determine all bills that were not paid because benefits were determined to have been exhausted at \$10,000 for that claim/exposure, and shall determine the chronological order in which the bills were received by Defendants; (b) for each such bill, the amount of the bill to be considered when paying any benefits under this settlement shall be the applicable fee schedule amount identified by Fla. Stat. § 627.736(5)(a)1.a through f and 5(a)2; (c) for each claim/exposure, an additional \$2500 shall be made available as additional PIP benefits potentially payable for the bills that were submitted but not previously paid because of exhaustion at \$10,000; (d) benefits shall be paid for each bill by multiplying the applicable fee schedule amount identified by Fla. Stat. § 627.736(5)(a)1.a through f and (5)(a)2 by 85%, until such time that all bills within a claim/exposure have been paid using this formula or until such time that the \$2500 of additional PIP benefits has been exhausted, whichever comes first; (e) when calculating benefits within each claim/exposure, bills shall be considered in chronological order on “first in first out” basis; (f) no statutory interest, penalty or any other additional amount shall be included in the payments made to the Settlement Class Members. For sake of clarity, the amount in part (e) of this paragraph is the applicable statutory fee schedule amount (per Section 627.736(5)(a)1.a through f and (5)(a)2) multiplied by the 80% contemplated by the terms of Section 627.736(5)(a)1, and then further multiplied by 85%). All amounts paid for any bills under this settlement shall

be considered to be payments of PIP benefits under the Policy applicable to the particular claim to which the bill is assigned, such that those payments shall count towards the exhaustion of any PIP benefits afforded by the Policy at issue. In the event that potential Class Members opt out of the settlement, bills for those potential Class Members shall not be considered when determining the payments pursuant to this paragraph; notwithstanding, payments made for Settlement Class Members who are chronologically later than potential class members who opt out shall be considered towards exhaustion of the additional \$2500 as if the bills of those later-in-time Settlement Class Members were received before the potential Class Members who opt out, such that the additional \$2500 in benefits afforded by this settlement may be exhausted by payments to Settlement Class Members whose bills were actually received later than, but are considered to have been received before, bills from potential Class Members who opt out.

Additional terms applicable to calculation of settlement payment

Coverage terms or payment limitations provided for under the applicable policies and the PIP Statute shall be applied in determining the amount of Settlement Payment. No additional interest, costs, attorneys' fees, or other extra-contractual payments shall be payable with respect to any Settlement Payment, and Settlement Class Members waive any claim to such interest, costs, attorneys' fees, or other extra-contractual payments.

How will I be paid?

You do not need to do anything to potentially receive a Settlement Payment if you do not exclude yourself from the Settlement Class. Within sixty (60) days of the date that the Final Judgment becomes final (or the expiration of any final appeals if filed), for those Settlement Class Members who are eligible to receive a payment, Liberty Mutual will issue checks made payable to those Settlement Class Members which will be mailed by first-class mail, postage pre-paid, to the Settlement Class Members. Therefore, if your address changes before you receive your settlement payment, you need to contact the Class Administrator by email at admin@floridapipcoveragesettlement.com or by U.S. mail at LM General Class Administrator, P.O. Box 6175, Novato, CA 94948-6175.

What is the scope of the release?

Upon the Court's final approval of this Agreement and the settlement set forth herein, a Final Judgment shall be entered providing for the dismissal, with prejudice and without leave to amend, of the Consolidated Actions, and the effectiveness of the Release by the Settlement Class Members, including the Named Plaintiffs, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, of all Released Claims against the Released Parties.

By operation of the entry of the Final Judgment if it is entered, each Settlement Class Member, including the Named Plaintiffs, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, shall be held to have fully released, waived, relinquished and discharged the Released Parties from all the Released Claims.

By operation of the entry of the Final Judgment, the Settlement Class Members, including the Named Plaintiffs, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue, or assert causes of action or proceedings against any of the Released Parties asserting any of the Released Claims.

"Released Claims" means: any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of statutory and common law 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 out of any Qualifying Claim covered by this Settlement.

“Released Parties” means all Defendants, as defined above, and each of its present and former officers, directors, employees, insurers, attorneys, assigns, and/or anyone acting or purporting to act for it or on its behalf.

Do I have a lawyer in this case?

The Court has appointed the following law firms to represent you and the other Settlement Class Members: J. Daniel Clark, Esq. of Clark & Martino, P.A. and David M. Caldevilla, Esq. of de la Parte, Gilbert, McNamara & Caldevilla, P.A. (Lead Class Counsel), along with Thomas J. Wenzel, Esq. of Steinger, Greene & Feiner, Chad A. Barr, Esq. of Chad Barr Law, and Kimberly P. Simoes of The Simoes Law Group, P.A., and any attorneys designated by those firms as necessary to assist in the representation. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

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

Class Counsel and Liberty Mutual have agreed that Liberty Mutual will pay Class Counsel attorneys’ fees and costs in an amount that is appropriate under Florida law and which will be agreed to by Class Counsel and Liberty Mutual or which will be determined by the Court at a later date. Class Counsel will also ask the Court to approve payment to each of the three Class Representatives of \$5,000 for their services as Class Representatives, and Liberty Mutual has 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 amounts paid to Class Counsel and the Class Representatives shall not reduce or otherwise affect the amount of any Class Member’s Settlement Payment.

How do I get out of the settlement?

If you do not want a Settlement Payment from this settlement, but you want to keep the right to attempt to sue Liberty Mutual, 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 sometimes referred to as “opting out” of the Settlement Class.

To exclude yourself from the Settlement Class, you must make your request in writing. Your Opt-Out exclusion request must contain the following: (1) a prominent identifying reference to this Lawsuit as follows: “(a) *Presgar Imaging of CMI North, LC, et al. v. LM General Insurance Company*; Case No. CACE 20-010138; (b) *Beaches Open MRI of Tamarac, LLC v. Liberty Mutual Insurance Company*; Case No. CACE 20-013306; (c) *Presgar Imaging of CMI North, L.C. d/b/a CMI North v. LM Insurance Corporation*; Case No. CACE 20-014646 (d) *Beaches Open MRI of the Treasure Coast, LLC v. The First Liberty Insurance Corporation*; Case No. CACE 20-014759”; (2) the Settlement Class Member’s full legal name and any aliases; (3) the Settlement Class Member’s Tax Identification Number (if an entity) or last four digits of his or her Social Security Number (if a person); (4) the Settlement Class Member’s address; (5) an expression of the Settlement Class Member’s desire to opt out or be excluded from the Settlement Class; and (6) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory. Liberty Mutual shall be entitled to rely on the provided TIN or Social Security Number to determine whether a person or entity has been excluded from the Settlement Class.

A separate Opt-Out exclusion request must be submitted by each person or entity requesting exclusion from the settlement. Settlement Class Members may not opt out of specific claims submitted for payment while still participating for other claims. Any Opt-Out exclusion served by a Settlement Class Member will be construed to opt out of all claims covered by the Settlement Class definition.

If the Opt-Out exclusion 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 exclusion request: "I certify and attest to the Court that the Settlement Class Member, on whose behalf this Opt-Out exclusion request is submitted, has been provided a copy of and an opportunity to read the class notice and Settlement Agreement and thereafter specifically requested to be excluded from the Settlement Class." Any third party so submitting an Opt-Out exclusion request must also attest under penalty of perjury that he/she has actually advised the Settlement Class Member of the salient terms of the settlement, including the monetary terms of the settlement and a comparison of recovery based on the monetary terms of the settlement and what the Settlement Class Member might expect without the settlement.

Copies of your written Opt-Out exclusion request must be filed with the Court no later than July 14, 2023 and must be sent by first-class mail, postage pre-paid, and postmarked no later than July 14, 2023 to **all** of the following addresses:

Counsel for the Settlement Class

c/o J. Daniel Clark, Esq.
Clark & Martino, P.A.
3407 W. Kennedy Blvd.
Tampa, FL 33609

Counsel for the Defendant

c/o Gary J. Guzzi, Esq.
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh St., Suite 1100
Miami, FL 33131

Class Administrator

LM General Class Administrator
P.O. Box 6175
Novato, CA 94948-6175

The Court's address is: Broward County Courthouse, 201 S.E. 6th St., Fort Lauderdale, FL 33301.

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

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

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

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

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

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, INCLUDING THE DISMISSAL WITH PREJUDICE OF THE LAWSUIT, AND THE RELEASE. YOU SHOULD READ THE RELEASE VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.

How do I object to the settlement?

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

To object, you must submit a Notice containing the following: (1) a prominent identifying reference to this Lawsuit as follows “(a) *Presgar Imaging of CMI North, LC, et al. v. LM General Insurance Company*; Case No. CACE 20-010138; (b) *Beaches Open MRI of Tamarac, LLC v. Liberty Mutual Insurance Company*; Case No. CACE 20-013306; (c) *Presgar Imaging of CMI North, L.C. d/b/a CMI North v. LM Insurance Corporation*; Case No. CACE 20-014646 (d) *Beaches Open MRI of the Treasure Coast, LLC v. The First Liberty Insurance Corporation*; Case No. CACE 20-014759”; (2) the Settlement Class Member’s full legal name and any aliases; (3) the Settlement Class Member’s Tax Identification Number (if an entity) or last four digits of his or her Social Security Number (if a person); (4) the Settlement Class Member’s address; (5) an expression of the Settlement Class Member’s desire to object to the settlement, including the names of all witnesses and a statement of the factual basis and legal argument for such objection; and (6) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory.

Copies of your written objections must be filed with the Court no later than July 31, 2023 and must be sent by first-class mail, postage pre-paid, and must be sent to **all** of the following addresses:

Counsel for the Settlement Class

c/o J. Daniel Clark, Esq.
Clark & Martino, P.A.
3407 W. Kennedy Blvd.
Tampa, FL 33609

Counsel for the Defendant

c/o Gary J. Guzzi, Esq.
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh St., Suite 1100
Miami, FL 33131

Class Administrator

LM General Class Administrator
P.O. Box 6175
Novato, CA 94948-6175

The Court’s address is: Broward County Courthouse, 201 S.E. 6th St., Fort Lauderdale, FL 33301.

Any Settlement Class Member objecting to this settlement shall not be entitled to propound any discovery without order of the Court.

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

What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class, and you will be bound as a Settlement 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 a Settlement Payment or object to the settlement.

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

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

The Court will hold the Fairness Hearing at 2:00 p.m. on September 18, 2023 at the Broward County Courthouse, 201 S.E. 6th St., Ft. Lauderdale, FL 33301 in Courtroom 15165. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described in this Notice may appear and be heard by the Court. The Court may also decide how much to award Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

The Fairness Hearing may be rescheduled to a different date and, if so, any settlement deadlines dependent on the Fairness Hearing will be modified based on the rescheduled date. You may consult the Court docket or the Class Administrator to confirm the date of the Fairness Hearing.

Do I have to come to the hearing?

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

May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing if you have timely and properly submitted an objection to the settlement. To request permission to speak, you must notify the Court and Parties by filing and serving a written Notice of Intent to Appear. The Notice must contain (1) a prominent identifying reference to the Lawsuit as follows “(a) *Presgar Imaging of CMI North, LC, et al. v. LM General Insurance Company*; Case No. CACE 20-010138; (b) *Beaches Open MRI of Tamarac, LLC v. Liberty Mutual Insurance Company*; Case No. CACE 20-013306; (c) *Presgar Imaging of CMI North, L.C. d/b/a CMI North v. LM Insurance Corporation*; Case No. CACE 20-014646 (d) *Beaches Open MRI of the Treasure Coast, LLC v. The First Liberty Insurance Corporation*; Case No. CACE 20-014759”; and “Notice of Intent to Appear;” (2) the Settlement Class Member’s full legal name and any aliases; (3) the Settlement Class Member’s Tax Identification Number (if an entity) or last four digits of his or her Social Security Number (if a person), address, and telephone number; (4) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory; and (5) a statement indicating whether 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 no later than July 14, 2023 and copies must be sent to Class Counsel and Liberty Mutual’s counsel at the addresses set forth above in this Notice and mailed by that same date.

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. You cannot speak at the Fairness Hearing if you exclude yourself from the Settlement Class.

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 is intended to provide a reasonable summary of the proposed settlement. More details are in the Settlement Agreement and the Court’s Preliminary Approval Order, which are on file and may be reviewed at the Court or at www.floridapipcoveragesettlement.com. To the extent, if any, that this class notice is inconsistent with the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. To the extent, if any, that the terms of the Settlement Agreement are inconsistent with the terms of the Preliminary Approval Order, the terms of the Preliminary Approval Order shall control.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR LIBERTY MUTUAL FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT. ALL INQUIRIES SHOULD BE DIRECTED TO THE CLASS ADMINISTRATOR OR CLASS COUNSEL AT THE ADDRESSES LISTED ABOVE.