

MRI ASSOCIATES OF ST. PETE, d/b/a SAINT PETE MRI,  
as assignee, individually, and on behalf of all those similarly situated,

Plaintiff,

v.

PROPERTY & CASUALTY INSURANCE  
COMPANY OF HARTFORD,

Defendant.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL  
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION

CASE NO.: 10-03925  
DIVISION: B

CLASS REPRESENTATION

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

**IF YOU PROVIDED MEDICAL SERVICES ON OR AFTER JANUARY 1, 2008 TO PERSONS INSURED BY HARTFORD<sup>1</sup> UNDER PERSONAL INJURY PROTECTION (“PIP”), MEDICAL PAYMENTS (“MED PAY”), EXTENDED PIP, OR ADDED PIP NO-FAULT COVERAGES &**

**IF YOUR MEDICAL CHARGES SUBMITTED WERE PAID BY HARTFORD IN AN AMOUNT LESS THAN THE FULL AMOUNT CHARGED,**

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

- This Notice of Proposed Class Action Settlement and Fairness Hearing (“Notice”) explains a proposed class action settlement that could entitle you to payments and may affect and release your rights.
- This settlement resolves a lawsuit over whether HARTFORD improperly calculated amounts that may be charged and paid for medical services provided to persons insured under PIP, Extended PIP,<sup>2</sup> Added PIP, or Med Pay no-fault coverages provided under certain HARTFORD motor vehicle insurance policies subject to the Florida Motor Vehicle No-Fault Law (“No-Fault Law”).
- This Notice has been addressed to the person or entity identified as the health care provider in bills submitted to HARTFORD for medical services. The addressee is identified on the envelope by name and partial (last five digits) Tax Identification number (TIN). This Notice should be considered to apply to all persons or entities who have submitted bills to HARTFORD in connection with this TIN, including the billing person or entity and their affiliates, successors, and assigns. Please handle and forward accordingly.
- Your legal rights are affected whether you act or don’t act. **Read this Notice carefully.**

#### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>Submit a Settlement Claim Form</b>	The only way to get a payment.
<b>Exclude Yourself</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against HARTFORD about the legal claims in this case.
<b>Object</b>	Write to the Court about what you don't like about the settlement.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the settlement.
<b>Do Nothing</b>	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 appeals are resolved. Please be patient.

<sup>1</sup> “HARTFORD” means and includes Property & Casualty Insurance Company of Hartford, Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company, Hartford Insurance Company of the Southeast, Hartford Underwriters Insurance Company, Sentinel Insurance Company, Ltd., Twin City Fire Insurance Company, and any other affiliated companies that issued motor vehicle policies in Florida and each of their respective present and former officers, directors, employees, insurers, insureds, attorneys, predecessors, successors, parent companies, subsidiaries, affiliates, assigns, and/or anyone acting or purporting to act for them or on their behalf.

<sup>2</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Settlement Agreement and Stipulation.

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## BASIC INFORMATION

### Why did I get this Notice?

You, or a health care provider that you have been affiliated with, may have submitted a bill or bills to HARTFORD for medical services provided on or after January 1, 2008 to persons insured under PIP, Added PIP, Extended PIP, or Med Pay no-fault coverages provided in a Florida motor vehicle insurance policy issued by HARTFORD. HARTFORD's records indicate that those charges may have been paid in an amount less than billed by applying the "schedule of maximum charges" provided for under § 627.736(5)(a)2. of the No-Fault Law.

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 claims allowed by the settlement will be paid.

The Court in charge of the lawsuit and settlement is the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the case is known as *MRI Associates of St. Pete, d/b/a Saint Pete MRI v. Property & Casualty Insurance Company of Hartford*, Case No.: 10-03925 (referred to in this Notice as the "Lawsuit"). The health care provider who sued—MRI Associates of St. Pete, d/b/a Saint Pete MRI ("St. Pete MRI")—is called Plaintiff, and the companies it sued—HARTFORD—are called Defendants.

### What is the Lawsuit about?

The Lawsuit claimed that HARTFORD improperly reduced medical charges submitted by health care providers who provided treatment to persons insured under PIP, Extended PIP, Added PIP, or Med Pay no-fault coverages issued by HARTFORD in Florida. More specifically, the Lawsuit claimed that, under the existing policy language, HARTFORD improperly relied solely on the "schedule of maximum charges" provided for under § 627.736(5)(a)2. of the No-Fault Law in calculating reimbursement of such medical services. HARTFORD contended that it complied with its obligation to reimburse reasonable medical expenses in conformance with the insurance policy and the No-Fault Law. The Court has made no ruling on the merits of the claims or defenses made in the Lawsuit.

Since the filing of the Lawsuit, HARTFORD is amending its policy language for its no-fault coverages to expressly incorporate the schedule of maximum charges. The amended policy language is being incorporated into new policies and renewals. The Lawsuit and settlement concern only HARTFORD's policies with the language used from January 1, 2008 until replacement by the new policy language, which policies are defined as "Covered Auto Policies" in the definition of the Settlement Class contained in this Notice.

The Court has approved this Lawsuit to proceed as a class action for settlement purposes only. If the settlement 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 of and trying the Lawsuit.

### Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who they believe have similar claims. All of these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. In the Lawsuit, the "Class Representative" is the named Plaintiff, St. Pete MRI. This Lawsuit is being presided over by the Honorable Robert Foster, Jr., Circuit Court Judge of the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida (referred to in this Notice as the "Court").

### Why is there a settlement?

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

### Can I file my own lawsuit or demand?

Not if you remain a Settlement Class Member. The Court has preliminarily approved the settlement. Since Settlement Class Members will be eligible to receive compensation through the settlement instead of having to bring their own lawsuits, the Court has tolled the time for HARTFORD 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 order issued on July 13, 2011 states:

The statute of limitations and all other presuit time limits, including without limitation any time limits to pay or otherwise respond to notices of intent to initiate litigation under Chapter 627 of the Florida Statutes or notices of violation under

Chapter 624 of the Florida Statutes, shall be tolled until the Court either grants or denies final approval of the proposed settlement and such order or judgment becomes final, provided that the tolling shall terminate ten (10) business days after submission of an Opt-Out exclusion request, as indicated by the postmark date of such request submitted to the Class Administrator, with respect to any Settlement Class Member that submits a timely, written Opt-Out exclusion request that has not been challenged by HARTFORD 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, HARTFORD shall send a response to the Settlement Class Member that advises of the proposed settlement and the tolling order, 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 HARTFORD with respect to any covered Settlement Class Member claim shall only begin to run as provided in the tolling order above. You may not file a new lawsuit without complying with the Court's tolling order.

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

### WHO IS COVERED BY THE SETTLEMENT

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

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

All persons or entities: (a) who are health care providers as described by Section 627.736(1)(a), Florida Statutes (2007-2011), or their assigns; (b) who any time during the Class Period provided medical services to any person insured by HARTFORD under a Covered Auto Policy; (c) who own an assignment of benefits from said insured; (d) who submitted bills to HARTFORD for payment of such medical services; (e) where the amounts charged exceeded the rates described in Section 627.736(5)(a)2.a. through f., Florida Statutes (2007-2011); and (f) who received payment from HARTFORD based on the rates described in Section 627.736(5)(a)2.a. through f., Florida Statutes (2007-2011).

"Class Period" means the period beginning on January 1, 2008 and continuing through the time that any medical services are provided and reimbursed under a Covered Auto Policy.

"Covered Auto Policy(ies)" means all motor vehicle policies issued by HARTFORD under Florida law that: (a) included PIP, Extended PIP, Added PIP, or Med Pay coverage; (b) were issued or were in effect on or after January 1, 2008; and (c) utilized the same or substantially similar policy language as the policy applicable to the representative claim identified as policy form 8509. This term shall exclude motor vehicle policies containing the revised policy language in policy form 8609, as approved by the Florida Office of Insurance Regulation.

Excluded from the Settlement Class are: (1) any claims for medical services reimbursed pursuant to PIP or other no-fault medical benefits coverage provided under motor vehicle insurance policies that expired on or before December 31, 2007; (2) any claims resolved by separate settlement or in demand prior to the end of the Class Period; (3) HARTFORD, any entities in which HARTFORD has a controlling interest, and all of their legal representatives, heirs and successors; and (4) members of the judiciary for the Thirteenth Judicial Circuit in and for Hillsborough County, the Florida Second District Court of Appeal, and the Florida Supreme Court.

Members of the Settlement Class are referred to as "Class Members" or "Settlement Class Members." A search of HARTFORD'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.

### 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, INJUNCTIVE RELIEF, AND THE RELEASE SET FORTH AS APPENDIX A TO THIS NOTICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM. YOU SHOULD READ THE RELEASE VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.**

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### What does the settlement provide?

Payments (“Settlement Relief”) will be made to Settlement Class Members who submit qualifying Settlement Claim Forms as explained below. The settlement also protects insureds of HARTFORD from certain claims and balance billing from their medical providers as explained in the Release included as Appendix A to this Notice.

### How much would my settlement payment be?

Settlement Class Members who do not exclude themselves from the settlement and who submit a qualifying Settlement Claim Form will be eligible to receive Settlement Relief calculated as follows:

The amount of charges billed by the Settlement Class Member (“Billed Charge”) less the amount previously allowed by HARTFORD based upon its application of Section 627.736(5)(a)2. (“Allowed Amount”) for the medical services identified in the Settlement Claim Form.

The following maximums will apply to the above calculation of Settlement Relief: If the Billed Charge exceeds the amounts applicable to those services as set forth below (“Settlement Relief Charge”), then the Settlement Relief Charge shall replace the Billed Charge in the calculation of Settlement Relief (i.e., Settlement Relief Charge less Allowed Amount):

- For emergency transport and treatment by providers licensed under chapter 401, the Settlement Relief Charge shall be limited to 250 percent of Medicare.
- For emergency services and care provided by a hospital licensed under chapter 395, the Settlement Relief Charge shall be limited to 87.5 percent of the hospital's usual and customary charges.
- For emergency services and care as defined by Section 395.002(9), Florida Statutes, provided in a facility licensed under Chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the Settlement Relief Charge shall be limited to 110 percent of the usual and customary charges allowed by HARTFORD.
- For hospital inpatient services, other than emergency services and care, the Settlement Relief Charge shall be limited to 250 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- For hospital outpatient services, other than emergency services and care, the Settlement Relief Charge shall be limited to 250 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- For all other medical services, supplies, and care, the Settlement Relief Charge shall be limited to 250 percent of the allowable amount under the participating physicians schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, the Settlement Relief Charge shall be limited to 90 percent of the maximum reimbursable allowance under workers’ compensation, as determined under Section 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers’ compensation is not required to be reimbursed.
- When determining settlement payments for magnetic resonance imaging (“MRI”) and other imaging services, the Settlement Relief Charge will be based upon the Medicare Part B non-facility price calculated by CMS without reference to the Outpatient Prospective Payment System (“OPPS”) limitation.
- Moreover, for the purposes of Settlement Relief, the above-referenced Medicare fee schedules and rates shall be calculated based on the Medicare prices for the same year as originally applied to determine payment of the medical services (i.e., if the amount originally applied was based upon 2007 instead of the year the services were provided, then the Medicare prices for 2007 will likewise be applied to the settlement claim), or based on the 2007 Medicare prices, whichever is greater.

### Additional Terms Applicable to Calculation of Settlement Relief

All coverage terms or payment limitations provided for under the applicable Covered Auto Policy and the No-Fault Law shall continue to apply, except those used to calculate the Allowed Amount for the services that have been directly addressed by this settlement. Therefore the percentage of coverage provided under the applicable Covered Auto Policy shall be applied in determining the amount of Settlement Relief (e.g., PIP will be paid at 80%; Med Pay, Extended PIP, or Added PIP coverages will be paid at any higher applicable percentages or limits provided for in the insured’s Covered Auto Policy).

Coverage benefits remaining under the applicable Covered Auto Policy as of the date the Settlement Claim Form is deemed submitted shall be applied in determining the amount of Settlement Relief. Settlement Relief shall not be reduced by exhaustion of benefits occurring after the date the Settlement Claim Form is deemed submitted. A Settlement Claim Form shall be deemed submitted based upon its postmark date, plus fifteen (15) days, except that any Settlement Claim Forms submitted prior to the Court's final approval of the settlement shall be deemed submitted as of the date the settlement becomes final, without modification, and no longer subject to review, rehearing, appeal, petition for allowance of appeal, petition for certiorari, or other review of any kind.

No interest, costs, attorneys' fees, or other extra-contractual payments shall be payable with respect to any Settlement Relief, and Settlement Class Members waive any claim to such interest, costs, attorneys' fees, or other extra-contractual payments.

## **HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM**

### **How can I get a payment?**

To qualify for Settlement Relief, you must send in a complete Settlement Claim Form. A Settlement Claim Form is attached to this Notice. 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 Class Administrator as provided in the "Getting More Information" section of this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it by the deadline set forth below.

Your completed Settlement Claim Form(s) must be sent by First-Class Mail, postage prepaid, to the Class Administrator, at:

**ST. PETE MRI V. HARTFORD  
CLASS ADMINISTRATOR  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042**

For medical services provided prior to August 12, 2011, your Settlement Claim Form packages must be postmarked no later than November 10, 2011. For medical services provided after August 12, 2011, your Settlement Claim Form packages must be postmarked not later than the 90 days from the date the applicable Explanation of Benefits was sent to you by HARTFORD.

### **When would I get my payment?**

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

Settlement Class Members shall have the right to challenge HARTFORD's calculation of, or other determination as to, the amount of Settlement Relief due, within thirty (30) days after the mailing of the Settlement Relief payment. Instructions for making such a challenge will be provided to Settlement Class Members in conjunction with a settlement claim payment or denial.

### **What if I don't agree with the amount of my Settlement Relief payment?**

If you do not agree with the amount of your Settlement Relief payment, you will be provided an opportunity to have your Settlement Relief payment reviewed and redetermined by the Class Administrator, in consultation with Class Counsel and counsel for HARTFORD. If either you or HARTFORD is dissatisfied with the Class Administrator's determination, you may petition the Court to determine the amount of the Settlement Relief payment according to the terms of the settlement.

## **THE LAWYERS REPRESENTING YOU—CLASS COUNSEL**

### **Do I have a lawyer in this case?**

The Court has appointed the following law firms to represent you and the other Class Members: The Jeeves Law Group, Craig E. Rothburd, P.A., The Divale Law Group, P.A., and de la Parte & Gilbert, 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.

### **How will the lawyers be paid?**

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

Class Counsel will ask the Court to approve a total collective payment to their firms of attorneys' fees and expenses up to \$80,000. Class Counsel will also ask the Court to approve payment to St. Pete MRI of \$5,000 for its services as Class Representative. HARTFORD 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 Court may award less than the amount requested.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want Settlement Relief from this settlement, but you want to keep the right to sue HARTFORD, 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.

#### **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 contain the following: (i) a prominent identifying reference to the Lawsuit as follows: “St. Pete MRI v. Hartford, Case No.: 10-03925”; (ii) the Settlement Class Member’s full legal name and any aliases; (iii) the Settlement Class Member’s Tax ID number (if an entity) or last four digits of his or her Social Security number (if a person); (iv) the Settlement Class Member’s address; (v) an expression of the Settlement Class Member’s desire to opt out or be excluded from the Settlement Class; and (vi) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory.

A separate Opt-Out exclusion request must be submitted by each person or entity requesting exclusion from the settlement. 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 signer (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 opportunity to read the Class Notice and thereafter specifically requested to be excluded from this Settlement Class.”

**Your written Opt-Out exclusion request must be sent by First-Class Mail, postage prepaid, and postmarked no later than September 26, 2011 and must be addressed to the Class Administrator at:**

**ST. PETE MRI V. HARTFORD  
CLASS ADMINISTRATOR  
EXCLUSIONS  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042**

Within ten (10) business days of the postmark date on the Opt-Out exclusion request, HARTFORD may object that a timely submitted Opt-Out exclusion request fails to conform with the requirements approved by the Court and therefore is invalid. HARTFORD’s objection shall specify the basis of the asserted noncompliance and shall be made in writing to Class Counsel and the Settlement Class Member that has submitted the Opt-Out exclusion request. An Opt-Out exclusion request that has been objected to by HARTFORD shall not be deemed valid or effective until it is cured, resolved among the interested parties, or adjudicated by the Court at the Fairness Hearing or another duly set hearing. Untimely Opt-Out exclusion requests shall be invalid unless and until expressly accepted as valid by HARTFORD 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 Stipulation and the Court’s orders.**

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

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

#### **If I don’t exclude myself, may I sue for the same thing later?**

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

## OBJECTING TO THE SETTLEMENT

### How do I object to the settlement?

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

To object, you must submit a writing containing the following: (i) a prominent identifying reference to the Lawsuit as follows: "St. Pete MRI v. Hartford, Case No.: 10-03925"; (ii) the name and address of the objector; (iii) the objector's Tax ID number (if an entity) or last four digits of his or her Social Security number (if a person); (iv) a statement of each objection being made; (v) a statement indicating whether the objector intends to appear at the Fairness Hearing; (vi) a list of witnesses whom the objector may call by live testimony and copies of any documents or papers that the objector plans to submit; and (vii) if available, the HARTFORD policy and/or claim number(s) affected by the settlement.

**Written objections must be filed with the Court and served upon Class Counsel and HARTFORD's counsel at the three addresses set forth below postmarked no later than September 26, 2011. In no event may any objection be filed or served less than five (5) business days prior to the Fairness Hearing, as described in this Notice.**

**Address For Filing With Court**  
Clerk of the Circuit Court  
George E. Edgecomb Courthouse  
800 East Twiggs Street  
Tampa, FL 33602

**Class Counsel**  
Scott Jeeves, Esquire  
The Jeeves Law Group P.A.  
954 First Avenue North  
St. Petersburg, FL 33705

**Counsel for HARTFORD**  
Edward K. Cottrell, Esquire  
Fowler White Boggs P.A.  
50 North Laura Street, Suite 2800  
Jacksonville, FL 32202

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

### What is the difference between objecting and excluding?

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

## THE COURT'S FAIRNESS HEARING

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

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

The Court will hold the Fairness Hearing at 11:00 a.m. on Wednesday, November 2, 2011, at the George E. Edgecomb Courthouse, Room 504, 800 E. Twiggs Street, Tampa, FL 33602. 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 Representative. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

### Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you sent a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend, 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 in writing. The writing must contain (i) a prominent identifying reference to the Lawsuit as follows: “St. Pete MRI v. Hartford, Case No.: 10-03925” 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 ID number (if an entity) or last four digits of his or her Social Security number (if a person), address, and telephone number; (iv) the signature of the Settlement Class Member or an authorized representative of the Settlement Class Member, indicating the name and position of the signatory; and (v) if counsel will appear on the Settlement Class Member’s behalf, the counsel’s full name, address, telephone number, and bar number.

**Your Notice of Intent to Appear must be filed with the Court and mailed to Class Counsel and HARTFORD’s counsel at the three addresses set forth above in this Notice for objecting to the settlement and postmarked no later than September 26, 2011. In no event may any Notice of Intent to Appear be filed or served less than five (5) business days prior to the Fairness Hearing.**

If you do not comply with these procedures, including the deadline for submitting a Notice of Intent to Appear, you will not be permitted to appear at the Fairness Hearing, except for good cause shown. 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 ever again against the Released Parties concerning the Released Claims as set forth in the Release attached to this Notice as Appendix A.

### TAX CONSEQUENCES

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

### GETTING MORE INFORMATION

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement and Stipulation, which is on file and may be reviewed at the Court or can be viewed at [www.HartfordPipSettlement.com](http://www.HartfordPipSettlement.com), together with other information about the settlement. You can also write to the Class Administrator at:

**ST. PETE MRI V. HARTFORD  
CLASS ADMINISTRATOR  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042**

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

**HONORABLE ROBERT FOSTER, JR.  
CIRCUIT 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 or in the Settlement Agreement and Stipulation.

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

“Released Parties” means HARTFORD, any person or entity covered or insured by HARTFORD, and any third party that provided medical bill review or audit services to HARTFORD.

“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 bad faith), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against HARTFORD, its insureds, or its medical bill review vendors, including without limitation those which have been or could have been asserted in the Lawsuit, arising out of or relating to HARTFORD’s calculation of amounts that may be charged and paid for medical services during the Class Period under PIP, Medical Payments, Extended PIP, Added PIP, or other no-fault coverages provided under a Covered Auto Policy, including the application of the schedule of maximum charges set forth under Section 627.736(5)(a)2., Florida Statutes (2007-2011). Released Claims, as applied to HARTFORD’s insureds, shall extend to any claim or liability to pay any of the amounts reduced by HARTFORD and released above; except that claims arising from the insureds’ co-payment obligations or expenses incurred by the insureds outside the coverage scope or after exhaustion of the insureds’ cumulative no-fault benefits are not released.

It is specifically understood that the failure of any party to comply with the terms of the Settlement Agreement and Stipulation shall not be part of the Released Claims.