

# **EXHIBIT A**

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

*A & M Gerber Chiropractic, LLC, v. GEICO General Insurance Co., Case No. 0:16-cv-62610-BLOOM/Valle*

**If you are a healthcare provider, who provided care to an injured patient insured by GEICO General Insurance Company under the Florida No-Fault Law, commonly referred to as “PIP” insurance, and you thereafter directly billed GEICO General Insurance Company for your services under an assignment of that insurance and received a reduced payment indicated by the reason code “BA,” then your rights could be affected by a pending class action.**

*A federal court authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.*

**If you are a Class Member, your legal rights are affected whether you act or don’t act.**

**PLEASE READ THIS NOTICE CAREFULLY**

- This notice may affect your legal rights and is given to you because you may be a member of the Class described below, which a federal court has certified in a pending class action lawsuit.
- Class Members are defined as all health care providers that received an assignment of benefits from a claimant and thereafter, pursuant to that assignment, submitted claims for no-fault benefits under GEICO GENERAL INSURANCE COMPANY PIP insurance policies to which Endorsement FLPIP (01-13) applies, and any subsequent policies with substantially similar language that were in effect since January 1, 2013, where GEICO GENERAL INSURANCE COMPANY utilized the Code BA with respect to the payment of any claims.
- The title of this class action lawsuit is A & M Gerber Chiropractic, LLC, v. GEICO General Insurance Co., Case No. 0:16-cv-62610-BLOOM/Valle (the “Action”), and is pending in the United States District Court, Southern District of Florida (Hon. Beth Bloom). The person bringing this lawsuit, the Plaintiff, is a healthcare provider. The Plaintiff sued GEICO General Insurance Company, the Defendant, asking the Court for a declaration interpreting a provision in the insurance policy relating to how claims are paid. This suit only asks for the Court’s interpretation of the policy. No money damages are asked for.
- The case is based on the parties’ different interpretations of GEICO GENERAL INSURANCE COMPANY PIP policies to which the Endorsement FLPIP (01-13) applies. The Defendant denies that it has done anything wrong and believes its interpretation is correct. While the Court has certified the case as a class action, the Court has not ruled who’s right or wrong. Currently, both sides have asked the Court to decide the case based on evidence and the court file through a process called summary judgment. If the Court grants summary judgment, the interpretation of the policy at issue will be established and potentially affect you as a class member in future claims you may make under the GEICO General Insurance Company PIP insurance policy.
- This Notice summarizes the dispute in the case and describes how it may affect your rights.

YOUR LEGAL RIGHTS AND OPTIONS		Due date
<b>Monitor the Case</b>	<p>If you come within the Class definition, you are a Class Member. This notice is simply to advise you about the case so you can monitor it if you wish. As a Class Member, you have legal representation in this case already, with no obligation for you pay attorney’s fees. If you have questions, the contact information of attorneys for the Class is listed below</p> <p>There however is not obligation to monitor the case. If you wish to, important documents in the case are provided on the website..... which will be updated as the case proceeds.</p>	None

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**BASIC INFORMATION**

**1. What is a class action?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case, A & M Gerber Chiropractic, LLC) sue on behalf of people who have similar claims. The people together are a “Class” or “Class Members.”

In order for a case to be a class action, a court must “certify” it as class action. In this case, the Court did so. It appointed A & M Gerber Chiropractic, LLC as the Class Representative and appointed attorneys (identified below) to represent the Class. The attorneys are commonly referred to as “Class Counsel.” Class Representatives and Class Counsel have duties to act in the best interests of the Class. When a class is certified one court resolves the issues for everyone in the Class.

**2. Why did I get this Notice?**

Terms to Understand. To understand why you received this Notice, you should understand some basic terms. This case involves an endorsement to a GEICO GENERAL INSURANCE COMPANY motor vehicle insurance policy and coverage required by the Florida No-Fault Law, commonly known as personal injury protection or “PIP.” An “endorsement” can be in the form of a written amendment of an insurance policy. The Endorsement at issue in this case has the indication, “FLPIP (01-13),” printed at the bottom. This case also involves an assignment of insurance policy benefits. An assignment is usually a written document allowing you as a provider to bill your patient’s insurance carrier directly and enforce the insurance policy. Also, insurance companies often use codes on itemized statements they send to insureds or providers, sometimes called “explanations of review” or “explanations of benefits.” These internal codes indicate for example reasons why certain charges were not paid or reduced in some way.

Criteria for Receipt of this Notice. If you are a healthcare provider, you received this Notice because records indicate that you may meet the following conditions: (1) you provided care to a patient injured in a motor vehicle accident and who had PIP insurance issued by GEICO GENERAL INSURANCE COMPANY to which Endorsement FLPIP (01-13) applied, (2) you received an assignment of benefits of that insurance, and (3) thereafter you directly billed GEICO GENERAL INSURANCE COMPANY for your services, which paid your claim indicating it utilized the code “BA.”

The Court sent you this Notice because it wanted to inform you of the case, which may affect your payments from GEICO in the future.

**3. What is this dispute about?**

This case was filed in the United States District Court for the Southern District of Florida. The case is known as *A & M Gerber Chiropractic, LLC, v. GEICO General Insurance Co.*, Case No. 0:16-cv-62610-BLOOM/Valle. The healthcare provider who sued—A & M Gerber Chiropractic, LLC—is called the “Plaintiff,” and the insurance company it sued—GEICO GENERAL INSURANCE COMPANY—is called the “Defendant.” U.S. District Judge Beth Bloom presides over this class action.

Plaintiff received an assignment of benefits from one of Defendant’s insureds and made a claim on his GEICO GENERAL INSURANCE COMPANY policy, which had been amended by Endorsement FLPIP (01-13). Plaintiff alleges that Defendant incorrectly interpreted its PIP insurance policy when it paid Plaintiff.

The GEICO GENERAL INSURANCE COMPANY policy states it will pay 80% of the billed amount allowable

under certain fee schedules such as Medicare, Part B. Below this statement, the insurance policy as amended by Endorsement FLPIP (01-13) states that “[a] charge submitted by a provider, for an amount less than the amount allowed above, shall be paid in the amount of the charge submitted.” Plaintiff interprets this statement to mean that if a provider submits a bill to GEICO GENERAL INSURANCE COMPANY for an amount less than amount allowed under the identified fee schedules, then GEICO GENERAL INSURANCE COMPANY should pay the full amount billed. GEICO GENERAL INSURANCE COMPANY disagrees. GEICO GENERAL INSURANCE COMPANY’s position is only pays only 80% of allowable permissive charges unless its insured has purchased additional benefits. When GEICO GENERAL INSURANCE COMPANY pays in this way it indicates doing so by the code “BA.” GEICO General Insurance Company utilizes the BA code when a provider bills an amount less than the statutory fee schedule. GEICO GENERAL INSURANCE COMPANY contests Plaintiff’s interpretation of the FLPIP (01-13) form and contends that the disputed language does not eliminate the applicability of the 20% coinsurance to such charges.

The Court has not yet made a ruling on whose interpretation is correct.

**4. What’s the current status of the case?**

As stated above, courts formally certify whether lawsuits may be maintained as class actions. The Court certified this case as a class action on June 7, 2017. The Court’s certification is however only for class treatment of Plaintiff’s request for a formal declaration (i.e.--declaratory judgment) on the correct interpretation of the GEICO GENERAL INSURANCE COMPANY policy as amended by Endorsement FLPIP (01-13). The Court did not certify this class action for money damages.

Both Plaintiff and Defendant have now submitted evidence to the Court and asked the Court to make a formal judgment on whose interpretation of the GEICO GENERAL INSURANCE COMPANY policy is correct. This procedure is not a trial per se. It’s a called a request for “summary judgment.” The Court may enter a judgment, deciding the case. Or the Court may find material facts still remain in dispute and order the case to go to trial.

To date, the Court has entered no judgment in the case, and the case has not been tried. If the case goes to trial, the trial is scheduled to begin the week of November 27, 2017.

**CLASS MEMBER DEFINITION**

To see if this case affects you, you first have to decide if you are a member of the Class explained below.

**5. Who’s a Class Member?**

In the Court’s order certifying this case as a class action, it provided a definition of a Class Member.

Class Members are defined as all health care providers that received an assignment of benefits from a claimant and thereafter, pursuant to that assignment, submitted claims for no-fault benefits under GEICO GENERAL INSURANCE COMPANY PIP insurance policies to which Endorsement FLPIP (01-13) applies, and any subsequent policies with substantially similar language that were in effect since January 1, 2013, where GEICO GENERAL INSURANCE COMPANY utilized the Code BA with respect to the payment of any claims.

There are also certain exceptions to the Class, including certain people and companies affiliated with or related to the Defendant, Class Counsel, and members of the Southern District of Florida judiciary and their immediate families.

**6. What do I do if I’m still not sure if I am included?**

If you are still not sure whether you are included, you can get free help. If you don’t know whether you are a Class Member or you have questions about the case, you may call Class Counsel at 1-800.....or write Class Counsel at the address listed in Question \_\_ below.

**WHAT YOU MAY GET FROM THE CASE**

**7. Will I receive any money?**

No. Plaintiff is only requesting the Court to rule on the proper interpretation of the GEICO GENERAL INSURANCE COMPANY Policy.

**8. Will I get anything else besides money?**

Possibly. If the Court rules that the Plaintiff's interpretation of the GEICO GENERAL INSURANCE COMPANY Policy is correct, then Plaintiff has requested that the Court order Defendant to provide you a notice of that ruling. Depending on the circumstances, the ruling could help you in future disputes with GEICO GENERAL INSURANCE COMPANY because a court will have determined the proper interpretation of the Policy.

**EXCLUDING YOURSELF FROM THE CASE**

**9. Can I exclude myself from or opt out of the case?**

No. There's no money being requested in the case and any ruling in the case will *not* automatically entitle you to any money. Plaintiff only requests that the Court rule on the correct interpretation of preprinted language in the Policy. The interpretation of the Policy, which is a standardized form, would be the same for everyone. Also, the Court found that GEICO GENERAL INSURANCE COMPANY acted generally the same towards everyone as regards the Policy provision at issue. Therefore, the Court certified this as a class action under a part of federal rules that do not provide class members the right to exclude themselves from or opt out of the case.

**THE LAWYERS REPRESENTING YOU**

**10. Do I have a lawyer in this case?**

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Todd S. Payne  
Edward H. Zebersky  
Zebersky Payne, LLP  
110 Southeast 6th Street  
Suite 2150  
Ft. Lauderdale, FL 33301  
800-634-1808

Steven R. Jaffe  
Mark S. Fistos  
Farmer, Jaffe, Weissing,  
Edwards, Fistos & Lehrman, P.L.  
Suite 2  
Ft. Lauderdale, FL 33301  
800-400-1098

These attorneys are called Class Counsel. You will not be charged for services performed by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**11. How will the lawyers be paid?**

If Plaintiff is successful, class counsel will ask the Court to award them attorney's fees based on Florida Statutes. If awarded, these fees would be paid by Defendant and not by any Class Member.

**YOUR OBLIGATIONS AND EFFECT OF THE CASE ON YOU**

**12. Do I have to do anything and how does this case potentially affect me?**

You have to do nothing to participate in or to be effected by the final ruling in the case. If you come within the Class definition, you are a Class Member. This notice is simply to advise you about the case so you can monitor it if you wish. But there's no obligation on your part to do anything.

No matter who wins in the lawsuit, the Court's interpretation of the GEICO GENERAL INSURANCE COMPANY Policy will be binding on you and GEICO GENERAL INSURANCE COMPANY. This means that you as a Class Member and GEICO GENERAL INSURANCE COMPANY would have to abide by the Court's interpretation if the same issue came up in another lawsuit or dispute involving you and GEICO GENERAL INSURANCE COMPANY.

**GETTING MORE INFORMATION**

**13. Are there more details about the case that I can receive?**

This Notice summarizes the status of the case. More details are posted on the internet and may be provided by request. You can get a copy of the important documents by visiting the website ....., by calling Class Counsel listed in Question \_\_ above, at 1-\_\_-\_\_-\_\_ toll-free, or by writing Class Counsel at either of the addresses listed in Question \_\_\_\_\_. You may also review legal documents that have been filed with the Clerk of Court in this lawsuit. The address for the clerk is U.S. Federal Building and Courthouse, 299 East Broward Boulevard #108, Fort Lauderdale, FL 33301.

**PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THIS LAWSUIT OR NOTICE.**

**THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.**