

Re: *Pierce v. Allstate Insurance Company, et al.*
Case No.: CACE-13-018792; Circuit Court of the
17th Judicial Circuit in and for Broward County, Florida (the “Pierce Litigation”)

To Whom It May Concern:

You are receiving this letter because you represent a person or entity in a pending lawsuit alleging an improper payment of personal injury protection (“PIP”) benefits due to application of a PIP deductible, or portion thereof, to a statutorily authorized limitation amount as opposed to the amount billed for medical services rendered to your client, which is unresolved by a judgment that became final and unappealable prior to the preliminary approval date of a class action settlement agreement and stipulation in the above-referenced class action lawsuit (a “Deductible Lawsuit”).

The lawsuit in the Pierce Litigation alleges that the Defendants have not complied with certain policies of insurance issued by Defendants and with Florida law regarding the payment of PIP benefits under policies issued with a PIP deductible. The parties have agreed to settle the Pierce Litigation, and the Seventeenth Judicial Circuit Court in and for Broward County, Florida (the “Court”) has certified a Settlement Class, which is on file in the case and available for review with the Clerk of the Court, Seventeenth Judicial Circuit Court in and for Broward County, Florida, 201 S.E. 6th Street, Room 04130, 4th Floor, Ft. Lauderdale, FL 33301.

The Settlement Class includes a person or entity who is an “EIP Class Member” or “Provider Class Member.” EIP Class Members are persons who were or are:

- i. An Eligible Injured Person under a Defendant Insurer Florida Auto Policy;
- ii. Where the Eligible Injured Person was injured in an automobile accident covered by the PIP coverage of a Defendant Insurer Florida Auto Policy which was governed by Florida law and the Florida PIP statute;
- iii. Where the PIP coverage for such Eligible Injured Person was subject to a PIP deductible; and
- iv. Where payment of PIP benefits was calculated by applying the PIP deductible, or portion thereof, to a statutorily authorized limitation amount as opposed to the full amount billed for medical services rendered to the Eligible Injured person.

Provider Class Members are persons or entities who were or are:

- i. An assignee of an Eligible Injured Person under a Defendant Insurer Florida Auto Policy;
- ii. Where the Eligible Injured Person was injured in an automobile accident covered by the PIP coverage of a Defendant Insurer Florida Auto Policy which was governed by Florida law and the Florida PIP statute;
- iii. Where the PIP coverage for such Eligible Injured Person was subject to a PIP deductible; and
- iv. Where payment of PIP benefits was calculated by applying the PIP deductible, or portion thereof, to a statutorily authorized limitation amount as opposed to the full amount billed for medical services rendered to the Eligible Injured Person.

All claims against a Defendant under a Florida Auto Policy that, on the date of Preliminary Approval of this Settlement, are the subject of a pending Deductible Lawsuit are excluded from the Settlement Class. Your client’s claims, therefore, are excluded from the Settlement Class, *unless* your client affirmatively elects to include such claims for payment under the Settlement as provided in the Agreement, which is on file in the case and available for review with the Clerk of the Court, Seventeenth Judicial Circuit Court in and for Broward County, Florida, 201 S.E. 6th Street, Room 04130, 4th Floor, Ft. Lauderdale, FL 33301.

To affirmatively elect to include his/her/its claim for payment under the Settlement as provided in the Agreement, your client must timely submit a written request to include such claim in this Settlement, postmarked not later than **July 28, 2020**, on the condition that the Deductible Lawsuit be voluntarily dismissed with prejudice, with each party bearing their own attorneys’ fees and costs.

The Defendants have established a website (www.AllstateDeductibleSettlement.com) containing information related to the Settlement, including the Settlement Agreement, the Class Notices, and Claim Forms. It also contains a list of Frequently Asked Questions to give further information regarding the Settlement.

If you have any questions regarding this letter or the Settlement in the Pierce Litigation, you can obtain additional information from one of the Class Counsel:

Class Counsel Lawrence M. Kopelman 7900 Peters Road, Suite B200 Fort Lauderdale, FL 33301 lmk@kopelblank.com	Class Counsel Stephen G. Grygiel Grygiel Law, LLC 301 Warren Ave., #405 Baltimore, MD 21230 stephengrygiel22@gmail.com
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Sincerely,

Pierce v. Allstate Settlement Administrator