

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CONSOLIDATED CASE NO. 00-6061-CIV-ZLOCH/SNOW

_____ X	
DR. PAUL ZIDEL, on behalf of himself and all others similarly situated,	:
	:
<i>Plaintiffs,</i>	:
	:
<i>v.</i>	:
	:
ALLSTATE INSURANCE COMPANY and COMMUNITY CARE NETWORK, INC., d/b/a CCN,	:
	:
<i>Defendants.</i>	:
_____ X	
SALVATORE D. LARUSSO, D.C., d/b/a FAMILY CHIROPRACTIC CENTER, AUGUSTINE V. JOSEPH, M.D., P.A., and JOEL D. STEIN, D.O. P.A., on behalf of themselves and all others similarly situated,	01-8108
	:
	:
<i>Plaintiffs,</i>	:
	:
<i>v.</i>	:
	:
NATIONWIDE MUTUAL INSURANCE COMPANY, et al.,	:
	:
	:
<i>Defendants.</i>	:
_____ X	

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED SETTLEMENT AND HEARING**

IF YOU HAVE SUBMITTED A CLAIM OR CLAIMS FOR HEALTH CARE BENEFITS UNDER A PERSONAL INJURY PROTECTION INSURANCE POLICY ISSUED BY NATIONWIDE INSURANCE IN FLORIDA, EITHER AS AN INSURED OR PURSUANT TO A VALID ASSIGNMENT FROM AN INSURED, DURING THE PERIOD JANUARY 1, 1996 THROUGH NOVEMBER 30, 2004, PLEASE READ THIS NOTICE CAREFULLY. THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.<sup>1</sup>

**1. WHY SHOULD YOU READ THIS NOTICE?**

If you have submitted a claim or claims for health care benefits under a personal injury protection (“PIP”) insurance policy issued by Nationwide Insurance in Florida, either as an insured or pursuant to a valid assignment from an insured, during the period from January 1, 1996 through November 30, 2004 (the “Class Period”), your rights may be affected by a proposed class action settlement (the “Settlement”) with Salvatore D. LaRusso, D.C. d/b/a Family Chiropractic Center, Augustine V. Joseph, M.D., P.A. and Joel D. Stein, D.O., P.A. (the “Class Representatives”), on behalf of themselves and all others similarly situated, pending in the United States District Court for the Southern District of Florida, Case No. 01-8108-CV (part of Consolidated Case No. 00-6061-CIV-ZLOCH/SNOW) (the “Action”), which is part of a number of consolidated class actions pending in the United States District Court for the Southern District of Florida (the “Court”). The Class Representatives have agreed to settle all claims against Nationwide Insurance in the Action in exchange for Nationwide Insurance’s agreement to fund settlement payments to members of the Settlement Class<sup>2</sup> as set forth below.

The Court has scheduled a hearing to consider the fairness, reasonableness and adequacy of the Settlement with Nationwide Insurance, together with certain other matters, to be held at 10:00 a.m. on Monday, August 15, 2005, in Courtroom A, United States Courthouse, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301 (the “Fairness Hearing”). The Order scheduling the Fairness hearing also provides that it may be adjourned by the Court and that no additional notice will be provided to potential members of the Settlement Class other than an announcement in open court.

<sup>1</sup>The term “Nationwide Insurance” includes the following companies, as well as these companies’ direct or indirect subsidiaries, that issued and underwrote automobile insurance in the state of Florida during the period from January 1, 1996 through November 30, 2004: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide Insurance Company of America, Nationwide General Insurance Company, and Nationwide Assurance Company f/k/a Colonial Insurance Company.

<sup>2</sup>The Settlement Class and Payment Subclasses are defined below in paragraph 3 of this Notice.

You may be a member of the Settlement Class and may therefore be eligible to receive benefits made available by the Settlement. As a member of the Settlement Class, however, you will also be bound by the release and other provisions of the Settlement if it is approved by the Court. You may elect to opt out of the Settlement Class and the Settlement, as explained below. You also have the right to object to the Settlement or to the applications for attorneys' fees and the Class Representatives' incentive awards that counsel for the Settlement Class intends to make to the Court, but only if you comply with the procedures described in this Notice.

## **2. WHAT IS THIS LITIGATION ABOUT?**

This Action has been brought by the Class Representatives against Nationwide Insurance. The Second Amended Class Action Complaint ("Complaint") alleges that Nationwide Insurance, among other acts and practices, improperly reduced payments to members of the Settlement Class ("Settlement Class Members"), including the Class Representatives, for PIP benefits based on the application of insurance cost containment adjustments and reductions to PIP medical expense claims, including the use of preferred provider organization ("PPO"), usual and customary ("UCR") and medical necessity reductions. The Complaint alleges that this conduct violates various Florida and federal statutes and also seeks recovery on various common law theories.

Nationwide Insurance denies all allegations of fault, wrongdoing or liability in the Action and does not concede any infirmity in its defenses. Nationwide Insurance maintains that its acts and practices are, and always have been, in full compliance with all legal, contractual or other requirements.

This Action is one of several similar actions (the "Consolidated Actions") pending in the Court against several automobile insurers, which have been consolidated for certain purposes. Since the initial complaints were filed, substantial litigation has occurred in the Consolidated Actions.

## **3. WHAT ARE THE TERMS OF THE SETTLEMENT?**

The terms of the Settlement Agreement and Stipulation ("Settlement Agreement") are summarized in this Notice. A copy of the entire Settlement Agreement is available in the Court file, which can be reviewed at the Office of the Clerk of the Court, United States Courthouse, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301, during regular business hours.

### *a. The Settlement Class and Payment Sub-Classes.*

The Settlement is on behalf of the following Settlement Class and Payment Sub-Classes:

#### *Settlement Class*

All Persons<sup>3</sup> who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance in Florida, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise paid, but not paid in full, during the Class Period.

#### *627.736(10) Payment Sub-Class*

All Persons who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise not paid in full based on PPO reductions taken pursuant to Section 627.736(10), Florida Statutes during the Class Period.

#### *627.736(1) Payment Sub-Class*

All Persons who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise not paid in full based on UCR reductions taken pursuant to Section 627.736 (1), Florida Statutes during the Class Period.

#### *Chapter 627 Payment Sub-Class*

All Persons who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise not paid in full for reasons other than reductions taken pursuant to Sections 627.736(10) or 627.736(1), Florida Statutes during the Class Period.

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<sup>3</sup>The term "Person(s)" includes individuals, corporations, proprietorships, businesses, business trusts, estates, trusts, partnerships, limited partnerships, limited liability companies, associations, joint ventures, governmental subdivisions, agencies or instrumentalities, or any other legal or commercial entities of any kind.

Notwithstanding anything in this Notice or the Settlement Agreement to the contrary, all claims or purported claims against Nationwide Insurance that: (i) have been released or otherwise discharged prior to March 31, 2005, (ii) are expressly alleged in Pending Litigation<sup>4</sup> against Nationwide Insurance, or (iii) are claims by MRI service providers for consumer price index adjustments or for professional fees consolidated for payment in their billings to Nationwide Insurance are excluded from and shall not be part of the Settlement Class and Payment Sub-Classes, and shall not be otherwise included in the Settlement.

Also excluded from the Settlement Class and Payment Sub-Classes are: Nationwide Insurance, any parent, subsidiary, affiliate, or controlled person of Nationwide Insurance, as well as the officers, directors, agents, servants, and employees of Nationwide Insurance, and the immediate family members of such persons. Also excluded is any trial judge who may preside over the Action.

b. *The Settlement Consideration.*

If the Settlement is approved by the Court, the Settlement Agreement provides for benefits to be made available by Nationwide Insurance to Settlement Class Members.

Pursuant to the Settlement, Nationwide Insurance has agreed to pay timely, complete and valid claims made by Settlement Class Members not to exceed an aggregate amount of Nine Million Eight Hundred Seventy-Five Thousand Dollars (\$9,875,000.00) (the "Settlement Fund"). If the Settlement is approved by the Court, Settlement Class Members will be eligible to receive payments from the Settlement Fund in accordance with formulas summarized below. Unless the total amount of certain claims exceed specified amounts, Settlement Class Members who submit timely, complete and valid proof of claim forms will be entitled to the full amounts described below. If the total amount of certain claims exceed specified amounts, as further explained below, Settlement Class Members who submit timely, complete and valid proof of claim forms will be entitled to a pro rata share of the Settlement Fund as described below.

c. *Proof of Claim and Settlement Payment.*

Each Settlement Class Member that submits a timely, complete and valid proof of claim shall be entitled to payment from the Settlement Fund ("Settlement Payment") in accordance with the terms of the Settlement Agreement, calculated as summarized below. Each Settlement Class Member shall be entitled to a percentage reimbursement of the reductions taken by Nationwide Insurance during the Class Period, as described below, and conditioned upon the Settlement Class Member's timely submission of a completed and valid proof of claim. Each Settlement Class Member shall be eligible to be a member of only one Payment Sub-Class for each claim submitted.

No attorneys' fees, interest, costs or any additional sums of any kind shall be paid to any Settlement Class Member, other than those attorneys' fees and costs paid to counsel for the Settlement Class as provided in the Settlement Agreement and described below. Any payments made pursuant to this Settlement shall be made only to the Settlement Class Member directly. Subject to the foregoing, Settlement Class Members are eligible to receive one of the following payments:

*627.736(10) Payment Sub-Class Members*

80% of the difference between (a) eighty percent (80%) of the amount billed by the health care provider, and (b) the amount paid by Nationwide Insurance to the Settlement Class Member after application of a reduction (i.e., if the billed amount was \$1,000.00 and Nationwide Insurance paid \$600.00, the reimbursement amount would be \$160 ( $\$1,000 \times 80\% = \$800 - \$600 = \$200 \times 80\% = \$160$ )).

*627.736(1) Payment Sub-Class Members*

40% of the difference between (a) eighty percent (80%) of the amount billed by the health care provider, and (b) the amount paid by Nationwide Insurance to the Settlement Class Member after application of a reduction (i.e., if the billed amount was \$1,000.00 and Nationwide Insurance paid \$600.00, the reimbursement amount would be \$80 ( $\$1,000 \times 80\% = \$800 - \$600 = \$200 \times 40\% = \$80$ )).

*627 Payment Sub-Class Members*

40% of the difference between (a) eighty percent (80%) of the amount billed by the health care provider, and (b) the amount paid by Nationwide Insurance to the Settlement Class Member after application of a reduction (i.e., if the billed amount was \$1,000.00 and Nationwide Insurance paid \$600.00, the reimbursement amount would be \$80 ( $\$1,000 \times 80\% = \$800 - \$600 = \$200 \times 40\% = \$80$ )).

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<sup>4</sup>"Pending Litigation" includes any suits or proceedings (other than the Action) pending in any Florida state or federal court (including applicable appellate courts) against Nationwide Insurance as of March 31, 2005 seeking the payment of PIP benefits based on an alleged inadequate payment or underpayment from Nationwide Insurance during the Class Period, and/or the claim of interest and/or other damages, costs or attorneys' fees arising from those alleged inadequate payments or underpayments during the Class Period (including any extra contractual claims in connection therewith) or any contract or declaratory judgment action arising out of a PIP policy issued by Nationwide Insurance.

If the total amount of claims submitted by 627.736(10) Payment Sub-Class Members is greater than \$5,104,000 plus the accumulated interest, less an equal 50% share of any administration expenses in excess of \$500,000, if any, claims to 627.736(10) Payment Sub-Class Members will be paid on a *pro rata* basis to 627.736(10) Payment Sub-Class Members who submitted a complete, timely and valid proof of claim.

If the total of all claims submitted by 627.736(1) and 627 Payment Sub-Class Members is greater than \$4,771,000 plus the accumulated interest, less an equal 50% share of any administration expenses in excess of \$500,000, if any, claims to 627.736(1) and 627.736 Payment Sub-Class Members will be paid on a *pro rata* basis to 627.736(1) and 627.736 Payment Sub-Class Members who submitted a complete, timely and valid proof of claim.

d. *The Release and Dismissal with Prejudice.*

In exchange for the consideration provided by Nationwide Insurance, and if the Court approves the Settlement, the Action will be dismissed on the merits and with prejudice as to Nationwide Insurance. In addition, Nationwide Insurance will receive a release and discharge from the Settlement Class (which will not include Settlement Class Members who timely elect to opt out of the Settlement as provided below). The release will release and discharge Nationwide Insurance and its current and former officers and directors, or any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees, agents, contractors, trustees or representatives from any and all claims, suits, demands, rights, liabilities, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, accrued or unaccrued, known or unknown, fixed or contingent, including any extra-contractual claims or damages, damages at law or in equity, fines, penalties of any kind or description which now exist or heretofore existed, which were or could have been alleged, or could hereafter be alleged, in the Action or in any other action, court, arbitration proceeding, tribunal or administrative body which arise out of or are based directly or indirectly upon the acts, transactions, occurrences, facts, sales and events and/or statutes, including any arising from the Settlement Agreement or any payment made pursuant to the Settlement, which are alleged or could have been alleged in the Complaint or which could be hereafter alleged.

**4. WHAT WILL HAPPEN AT THE FAIRNESS HEARING?**

At the Fairness Hearing, the Court may consider several different issues, including the following: (a) whether the Settlement is fair, reasonable, and adequate to members of the Settlement Class; (b) whether it should certify the Settlement Class and Payment Sub-Classes pursuant to Federal Rule of Civil Procedure 23; (c) whether to enter orders that would prevent members of the Settlement Class from asserting certain claims against Nationwide Insurance in the future; (d) whether to approve the application for payment of incentive awards to the Class Representatives to be paid by Nationwide Insurance; and (e) whether to approve the application by counsel for the Settlement Class for attorneys' fees and costs to be paid by Nationwide Insurance.

**5. CAN I OBJECT AND PARTICIPATE IN THE FAIRNESS HEARING?**

Anyone who does not opt out of the Settlement Class may object in writing to the Settlement, the Settlement Agreement, the application by counsel for the Settlement Class for attorneys' fees and costs, the application for payment of incentive awards to the Class Representatives or the other matters to be considered at the Fairness Hearing and may appear and present such objections. You may appear yourself or through your own attorney hired at your expense. In order to object and appear at the Fairness Hearing, however, you or your attorney acting on your behalf must do the following **ON OR BEFORE JUNE 13, 2005**:

a. To object, file with the Court and serve on counsel your written objection(s). Your filing must include: (1) the case name and number (*LaRusso, et al. v. Nationwide Mutual Insurance Co., et al.*, Consolidated Case No. 00-6061-CIV-ZLOCH/SNOW); (2) your name, address and telephone number; (3) a description of the claim or claims that make you a Settlement Class Member, together with an assignment of benefits (if you are not a Nationwide Insurance insured) from a Nationwide Insurance insured demonstrating your standing to set forth any objections to the Settlement; and (4) a statement of your objection(s), the factual and legal basis for each objection, and the names of all witnesses and a copy of all documents that you intend to rely upon.

b. To appear at the Fairness Hearing, file with the Court and serve on counsel: (1) your objection(s) as described above; and (2) a Notice of Intention to Appear identifying who will be appearing and on whose behalf.

Filings with the Court of your original objection(s) and Notice of Intention to Appear must be directed to: Office of the Clerk of the Court, United States Courthouse, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301.

To serve your objection(s) and Notice of Intention to Appear on counsel you must send complete copies, by first-class mail, postage pre-paid, to all of the following counsel:

Edward Zebersky, Esq.  
Zebersky & Payne, LLP  
4000 Hollywood Boulevard, Ste. 400N  
Hollywood, FL 33021-6789

Larry Kopelman, Esq.  
Kopelman & Blankman, P.A.  
350 East Las Olas Blvd, #980  
Fort Lauderdale, FL 33301

Curtis Cheyney, Esq.  
Swartz Campbell, LLC  
1601 Market Street, Flr. 34  
Philadelphia, PA 19103

John P. Marino, Esq.  
Fowler White Boggs Banker P.A.  
50 N. Laura Street, Suite 2200  
Jacksonville, FL 32202

If you do not comply with the foregoing procedures and deadlines for submitting written objections and/or appearing at the Fairness Hearing, you may lose substantial legal rights, including but not limited to, the right to appear at the Fairness Hearing; the right to contest the approval of the Settlement or the application for an award of attorneys' fees and costs to counsel for the Settlement Class; the right to contest the approval of the application for incentive awards to the Class Representatives; and the right to contest any other orders or judgments of the Court entered in connection with the Settlement. If the Court does not approve the Settlement, the Settlement Agreement will be null and void.

#### **6. HOW DO I SUBMIT A PROOF OF CLAIM?**

The Settlement contemplates certain Settlement Payments to Class Members as summarized above. To be eligible to receive a Settlement Payment, Settlement Class Members must mail a timely, complete and valid proof of claim to the Settlement Administrator addressed as follows:

Settlement Administrator  
P. O. Box 370  
Philadelphia, PA 19105-0370

**IN ORDER TO BE ENTITLED TO RECEIVE ANY SETTLEMENT PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN A PROOF OF CLAIM AND MAIL THE PROOF OF CLAIM, WITH SUFFICIENT POSTAGE PREPAID, TO THE SETTLEMENT ADMINISTRATOR AS SET FORTH ABOVE. THE ENVELOPE CONTAINING YOUR PROOF OF CLAIM MUST BE POSTMARKED BY NO LATER THAN AUGUST 29, 2005. IF YOU DO NOT MAIL YOUR PROOF OF CLAIM BY THIS DEADLINE, YOU WILL BE DEEMED TO HAVE WAIVED ANY RIGHT TO RECEIVE ANY SETTLEMENT PAYMENT FROM THE SETTLEMENT FUND. SETTLEMENT PAYMENTS WILL BE MADE ONLY TO SETTLEMENT CLASS MEMBERS DIRECTLY. A SEPARATE PROOF OF CLAIM MUST BE SUBMITTED FOR EACH CLAIM A SETTLEMENT CLASS MEMBER SUBMITS. A PROOF OF CLAIM MAY NOT BE MADE AND WILL NOT BE ACCEPTED VIA FACSIMILE OR ELECTRONIC TRANSMISSION.**

#### **7. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?**

If you do **not** want to be a member of the Settlement Class and participate in the Settlement, then **BY NO LATER THAN JUNE 13, 2005**, you must send a signed statement indicating that you are electing to opt out of the Settlement. The statement must also include your name, address, telephone number and social security or federal tax identification number. If the election to opt out is being submitted by or on behalf of a business or entity, the signed statement must include the full name of the entity, the address of the entity, and the name and title of the person filing the election on the entity's behalf. Your complete signed election to opt out must be mailed, with sufficient postage prepaid, to the Settlement Administrator addressed as follows:

Settlement Administrator  
P. O. Box 370  
Philadelphia, PA 19105-0370

**TO BE TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR COMPLETED SIGNED ELECTION TO OPT OUT MUST BE POSTMARKED BY NO LATER THAN JUNE 13, 2005. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT, INCLUDING THE RELEASE AND DISMISSAL WITH PREJUDICE DESCRIBED ABOVE.**

If you choose to opt out of the Settlement and the Settlement Class, you will not be entitled to object to the Settlement or to receive any benefits of the Settlement, including any Settlement Payment from the Settlement Fund. You will not be bound by any orders or judgments entered in the Action if the Settlement is approved and will be free to pursue any claims that you believe you have against Nationwide Insurance.

**8. WHAT ABOUT ATTORNEYS' FEES AND EXPENSES?**

Since the beginning of this litigation, counsel for the Settlement Class in the Action have not received any payment for their services in prosecuting the Action, nor have they been reimbursed for any out-of-pocket expenses. If the Court approves the Settlement, counsel for the Settlement Class will apply to the Court for an award of attorneys' fees, including costs and expenses. In the Settlement Agreement, Nationwide Insurance has agreed not to oppose such an application in the aggregate amount of up to 33½ percent of the amount of the Settlement Fund. If the Court awards Plaintiffs' attorneys' fees and expenses in an amount no greater than that amount, Nationwide Insurance will pay the amount awarded by the Court to counsel for the Settlement Class. This payment is in addition to the consideration made available to Settlement Class Members that is described above and will not reduce the amount available to Settlement Class Members if the Settlement is approved.

**9. WHAT ARE THE CLASS REPRESENTATIVES' INCENTIVE AWARDS?**

In addition to the application for attorneys' fees and expenses described in the preceding section, in connection with the Court's consideration of the Settlement, the Class Representatives intend to seek an award from the Court in the amount of up to \$15,000.00 each, which, if awarded, would be paid to them in addition to the consideration made available to Settlement Class Members that is described above. In the Settlement Agreement, Nationwide Insurance has agreed not to oppose such an application up to \$15,000.00 each. If the Court awards the Class Representatives up to that amount, Nationwide Insurance will pay such amount to the Class Representatives.

**10. WHO CAN I CONTACT WITH QUESTIONS?**

If you have questions regarding this Notice, the Proof of Claim form provided with this Notice, the Settlement with Nationwide Insurance or the Action generally, you can obtain additional information from the following sources:

Settlement Administrator  
P. O. Box 370  
Philadelphia, PA 19105-0370  
Telephone: 800-481-7949

Counsel for the Settlement Class:  
Kopelman & Blankman, P.A.  
Larry Kopelman, Esq.  
Douglas Blankman, Esq.  
350 East Las Olas Boulevard, # 980  
Fort Lauderdale, FL 33301  
e-mail: DAB@Kopelblank.com

**PLEASE DO NOT CALL THE COURT OR THE CLERK'S OFFICE.**

**11. TAX CONSEQUENCES.**

The 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.

**12. REQUEST TO FORWARD THIS NOTICE.**

If you have assigned any claims that might be covered by the Settlement or be released as described above, please forward this Notice to the appropriate person as soon as possible.

Dated April 29, 2005.

BY ORDER OF THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA



If Claimant is a Business or other Entity, Name, Address and Title of Person Submitting this Proof of Claim on Behalf of the Entity:

Name:

Street Address:

City:  State:  Zip Code:  -

Claimant Social Security Number (for individuals)  -  -  OR Claimant Employer Identification Number (for Corporations, Trusts, etc.)  -

Claimant Street Address:

City:  State:  Zip Code:  -

-   Area Code Telephone No. (Day)   -   Area Code Telephone No. (Evening)

**PART II: YOUR CLAIM**

UNDER THE TERMS OF THE PROPOSED SETTLEMENT, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT IF YOU ARE A MEMBER OF THE FOLLOWING SETTLEMENT CLASS AND ONE OF THE FOLLOWING PAYMENT SUBCLASSES:

*Settlement Class*

All persons who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance in Florida, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise paid, but not paid in full, during the Class Period.

*627.736(10) Payment Sub-Class*

All persons who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise not paid in full based on PPO reductions taken pursuant to Section 627.736(10), Florida Statutes during the Class Period.

*627.736(1) Payment Sub-Class*

All persons who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise not paid in full based on UCR reductions taken pursuant to Section 627.736(1), Florida Statutes during the Class Period.

*Chapter 627 Payment Sub-Class*

All persons who have submitted claims for health care benefits under a personal injury protection insurance policy issued by Nationwide Insurance, either as an insured under a policy or pursuant to a valid assignment from an insured, whose claims were reduced, adjusted or otherwise not paid in full for reasons other than reductions taken pursuant to Sections 627.736(10) or 627.736(1), Florida Statutes during the Class Period.

Notwithstanding anything in this Proof of Claim form, the Notice of Pendency of Class Action, Proposed Settlement and Hearing or the Settlement Agreement to the contrary, all claims or purported claims against Nationwide Insurance that: (i) have been released or otherwise discharged prior to March 31, 2005, (ii) are expressly alleged in Pending Litigation against Nationwide Insurance, or (iii) are claims by MRI service providers for consumer price index adjustments or for professional fees consolidated for payment in their billings to Nationwide Insurance are excluded from and shall not be part of the Settlement Class and Payment Sub-Classes, and shall not be otherwise included in the Settlement.

Also excluded from the Settlement Class and Payment Sub-Classes are: Nationwide Insurance, any parent, subsidiary, affiliate, or controlled person of Nationwide Insurance, as well as the officers, directors, agents, servants, and employees of Nationwide Insurance, and the immediate family members of such persons. Also excluded is any trial judge who may preside over the Action.

**PLEASE PROVIDE THE FOLLOWING INFORMATION. YOU ARE REQUIRED TO PROVIDE THIS INFORMATION.**

1. Under the terms of the proposed Settlement, you are eligible to receive a Settlement Payment if you are a health care provider and provided medical services or products to a person(s) insured by Nationwide Insurance for which you were paid by Nationwide Insurance less than 80% of the billed amount during the Class Period. If you are a health care provider, please confirm the information contained in one of the following two boxes by checking the appropriate box:
  - I am a health care provider and affirm that I provided medical services or products to a person(s) insured by Nationwide Insurance for which I was paid by Nationwide Insurance less than 80% of the billed amount during the Class Period.
  - I am a health care provider and I did not provide health care services or products to a person insured by Nationwide Insurance for which I was paid by Nationwide Insurance less than 80% of the billed amount during the Class Period.
2. If you are not a health care provider, please confirm the information contained in the box below by checking the box:
  - I am not a health care provider and affirm that I was insured by Nationwide Insurance and was paid by Nationwide Insurance less than 80% of the billed amount for medical services or products during the Class Period.
3. Under the terms of the proposed Settlement, you are not eligible to receive a Settlement Payment if you are a health care provider and do not have an assignment of benefits from a person who was insured by Nationwide Insurance to whom you provided health care products or services and for which you were paid less than 80% of the billed amount during the Class Period. If you are a health care provider, please confirm the information contained in one of the following two boxes by checking the appropriate box:
  - I verify that: (i) I am a health care provider and member of the Settlement Class, (ii) upon information and belief, I have an assignment(s) of benefits from a person(s) who was insured by Nationwide Insurance to whom I provided health care products or services and for which I was paid by Nationwide Insurance less than 80% of the billed amount during the Class Period, and (iii) with regard to the patient and/or claim number referenced in this Proof of Claim, I do not have Pending Litigation against Nationwide Insurance, nor have I discharged or released Nationwide Insurance or its insured, in connection with such health care products or services.
  - I do not have an assignment(s) of benefits from a person who was insured by Nationwide Insurance to whom I provided health care products or services and for which I was paid by Nationwide Insurance less than 80% of the billed amount during the Class Period.
4. If you are not a health care provider, please confirm the information contained in the box below by checking the box:
  - I verify that: (i) I am not a health care provider, (ii) I did not execute an assignment(s) of benefits to a health care provider who provided health care products or services and for which I was paid by Nationwide Insurance less than 80% of the billed amount during the Class Period; and (iii) I do not have Pending Litigation against Nationwide Insurance, nor have I discharged or released Nationwide Insurance, in connection with such health care products or services.

ANY SETTLEMENT CLASS MEMBERS THAT ARE HEALTH CARE PROVIDERS AND VERIFY THAT THEY POSSESS AN ASSIGNMENT OF BENEFITS FROM A NATIONWIDE INSURANCE INSURED AGREE THAT THEY WILL REIMBURSE FUNDS TO NATIONWIDE INSURANCE IF AN INSURED OF NATIONWIDE INSURANCE SUBSEQUENTLY SUCCESSFULLY ASSERTS A CLAIM FOR THE SAME BENEFITS. THE REIMBURSEMENT WILL BE LIMITED TO THE AMOUNT RECEIVED UNDER THE SETTLEMENT FOR THE SPECIFIC CLAIM THAT IS SUBMITTED BY THE HEALTH CARE PROVIDER AND IS SUBSEQUENTLY SUCCESSFULLY ASSERTED BY THE INSURED.

NATIONWIDE INSURANCE AND/OR THE CLAIMS ADMINISTRATOR MAY INVESTIGATE AND VALIDATE CLAIMS TO ASSURE ELIGIBILITY FOR AND THE AMOUNT OF A SETTLEMENT PAYMENT.

**YOU ARE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION FOR EACH CLAIM:**

5. Name of Patient:

And/Or  
 Claim No. or Policy No.:

Settlement Class Members who are health care providers must submit a separate Proof of Claim form **(a copy of this form)** for each claim number and/or patient (a Nationwide insured) who provided a valid assignment of benefits for health care products or services for which Nationwide Insurance paid less than 80% of the billed amount.

**NOTICE:** The Settlement Administrator may contact and seek additional information from you as it deems necessary to validate and identify a potential Settlement Payment. To assist Nationwide Insurance and/or the Settlement Administrator, additional but optional information is requested to provide a factual basis for each claim you seek to have considered for a Settlement Payment under the Settlement Agreement. **You are not required to provide this information to perfect a claim.**

- The claim number or policy number upon which the bills were previously submitted to Nationwide Insurance (this information should have been described by you on the HCFA form you submitted for payment and was identified on the EOB form accompanying the payment from Nationwide Insurance).

Claim No. or Policy No.:

- The dates and billed amount for each such treatment (copies of HCFA form or EOB forms may be provided in lieu of this information).

Date of Treatment	Amount Billed
1. <input type="text"/> - <input type="text"/> - <input type="text"/>	1. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>
2. <input type="text"/> - <input type="text"/> - <input type="text"/>	2. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>
3. <input type="text"/> - <input type="text"/> - <input type="text"/>	3. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>
4. <input type="text"/> - <input type="text"/> - <input type="text"/>	4. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>
5. <input type="text"/> - <input type="text"/> - <input type="text"/>	5. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>
6. <input type="text"/> - <input type="text"/> - <input type="text"/>	6. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>
7. <input type="text"/> - <input type="text"/> - <input type="text"/>	7. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>
8. <input type="text"/> - <input type="text"/> - <input type="text"/>	8. \$ <input type="text"/> , <input type="text"/> . <input type="text"/>

- Copies of other relevant documents that are currently in your possession.

**CERTIFICATION**

I state and affirm under the penalty of perjury under the laws of Florida and the United States of America that:

- A. I am a member of the Settlement Class defined above and have not requested to be excluded from the Settlement Class.
- B. I have reviewed the Notice of Pendency of Class Action, Proposed Settlement and Hearing, and the information supplied by me in this Proof of Claim is true and correct.
- C. I have not assigned or transferred any claims, actions or causes of action arising out of, based on or relating in any manner to the subject matter of this Proof of Claim.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

IF YOU ARE SIGNING ON BEHALF OF A BUSINESS OR ENTITY (e.g., A CORPORATION, SOLE PROPRIETORSHIP, PROFESSIONAL ASSOCIATION, OR PARTNERSHIP), PLEASE PROVIDE THE FULL NAME OF THE BUSINESS OR ENTITY AND YOUR TITLE OR POSITION WITH THE BUSINESS OR ENTITY:

Full Name of Business or Entity: \_\_\_\_\_

Title or Position: \_\_\_\_\_

**SUBSTITUTE FORM W-9**

Each claimant must provide the information requested below. If the correct information is not provided, a portion of any payment that the claimant may be entitled to receive from the Settlement Funds may be withheld and paid to the Internal Revenue Service.

**Request for Federal Taxpayer Identification Number and Certification**

Claimant's federal taxpayer identification number is:

Social Security Number:    -   -     OR Employer Identification Number:   -

(for individuals) (for Corporations, Trusts, etc.)

Name of taxpayer whose identification number is written above:  
\_\_\_\_\_

Taxpayer is:  Individual  Corporation  Partnership  Other (specify) \_\_\_\_\_

I certify that the above taxpayer is **NOT** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

**NOTE:** If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the word "NOT" in the previous sentence.

Under the penalties of perjury, I certify that the foregoing information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Instructions regarding IRS Form W-9 are available at the Internal Revenue Service website at [www.irs.gov](http://www.irs.gov).

Settlement Administrator  
P. O. Box 370  
Philadelphia, PA 19105-0370

**FIRST-CLASS MAIL**

**PLEASE FORWARD—IMPORTANT LEGAL NOTICE**