

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL DIVISION

CHRISTOPHER DAUGHERTY, *on behalf
of himself and others similarly situated,*

Plaintiff,

Case No.: 2019-CA-003178 NC

CLASS ACTION

v.

SARASOTA COUNTY PUBLIC
HOSPITAL DISTRICT D/B/A
SARASOTA MEMORIAL HEALTH
CARE SYSTEM,

Defendant.

_____ /

CLASS ACTION SETTLEMENT AGREEMENT

COMES NOW, CHRISTOPHER DAUGHERTY, Class Representative and Plaintiff, and Defendant, SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT d/b/a SARASOTA MEMORIAL HEALTH CARE SYSTEM, (hereinafter "SMHCS"), by and through its respective counsel, have reached an agreement after arms-length negotiations between counsel for all parties, before and during a Mediation Conference held on December 20, 2025, and the terms and conditions are provided as follows:

RECITALS:

A. The Class Members are a class of individuals (as defined below) on whose behalf Plaintiff filed a class action complaint in the above-styled and numbered cause.

B. The Second Amended Class Action Complaint in this action alleges that SMHCS violated Florida's Consumer Collection Practices Act, namely §559.72(9) *Fla. Stat.*¹, hereinafter referred to as "FCCPA", and that such alleged violation renders SMHCS liable for statutory damages, actual damages, costs, and reasonable attorneys' fees.

C. SMHCS denies the material allegations in Plaintiff's Second Amended Class Action Complaint, and disputes both factually and legally that SMHCS is liable in any way to Plaintiff or the Class Plaintiff seeks to represent, SMHCS further denies that its' actions violated state or federal law in any manner, and asserts that even if Plaintiff were to demonstrate a violation, SMHCS has available and actionable affirmative defenses, including, but not limited to, that SMHCS lacked the requisite "actual knowledge" required under Section 559.72(9) *Fla. Stat.*.

D. Plaintiff recognizes that there is a reasonable risk that a jury could conclude that SMHCS is not liable for damages to the Plaintiff under the FCCPA. Plaintiff, individually and on behalf of the Class Members, desires to settle this litigation and all matters within the scope of the Release set forth herein, having taken into account the risks, delay, and difficulties involved in establishing liability, the likelihood of a defense verdict impacting the entire alleged class, the desirability of resolving this matter now after years of litigation, and the likelihood that continued litigation could be protracted and expensive. Thus, Plaintiff and SMHCS are, therefore, willing to enter into this Agreement to avoid the further expense and inconvenience of litigation and to buy peace and resolve and settle all claims which have been made or could be made against it by Plaintiff and the Class Members arising out of SMHCS's alleged statutory violations. The Parties

¹ The Plaintiff further sought a claim under Florida's Unfair Deceptive Trade Practices Act ("FDUPTA") under the operative Complaint however, the Court denied class certification as to that claim. For purposes of this Settlement Agreement, the Parties have agreed to accept a separate settlement agreement with a voluntary dismissal with prejudice of the FDUPTA claim of the Court approves the Settlement Agreement for the FCCPA allegations.

met on December 20, 2025, with a trained and well-respected mediator who assisted the Parties in agreeing to a Settlement Agreement, the terms of which are fair and reasonable to both parties, thereby bringing this litigation to a conclusion.

E. Class Counsel has demonstrated sufficient experience in handling class actions, consumer protection cases, and other complex civil litigation. Class Counsel has analyzed the facts and law relevant to this litigation and recognized the uncertainty of the outcome and the substantial expense and delay associated with the continued prosecution of this litigation against SMHCS through trial and potential appeals. Further, Class Counsel is mindful of the limitations on any possible non-recovery to the Class Members, and they recognize that protracted litigation is unlikely to serve the interests of the Class.

F. Based on Class Counsel's analysis of the law and facts at issue in this litigation, and the uncertainty of unsettled or undefined matters of law, the fact that under the statutory scheme applicable to this case, the proposed settlement contemplates the maximum statutory damages amount available to Class Members, and under the advice of Class Counsel, Plaintiff has determined that a settlement on the terms set forth herein is fair, adequate, and reasonable, and thus in the best interest of the Class Members.

G. Based on the Parties' analysis of the law and facts at issue in this litigation, and the fact that certain facts and legal issues in this matter present matters of first impression, which will extend the conclusive determination of liability or non-liability, the Parties believe that this settlement with the Class Members on the terms set forth below is fair, adequate, and reasonable.

H. The Parties are desirous of entering into and obtaining approval of this Agreement, pursuant to Rule 1.220 of the Florida Rule of Civil Procedure, to fully and finally resolve all claims

and disputes arising out of or related to Plaintiff's claims of a violation of the FCCPA by SMHCS or any of its officers, directors, employees, agents, or representatives.

ARTICLE I
DEFINITIONS

When used in this Settlement Agreement, the following terms shall mean:

1.1 "AGREEMENT" means this Settlement Agreement in the above-styled and numbered cause.

1.2 "BUSINESS DAY" means any day on which national banks are open for the conduct of general business.

1.3 "CLAIMS DEADLINE" means the last day for a Settlement Class Member to submit a timely Claim Form, which will expire ninety (90) days after the Notice Deadline.

1.4 "CLASS" means the class as defined by the Parties below and by the terms of this Agreement, which is described as:

All patients/consumers, patients residing in the State of Florida, who were contacted at least once by SMHCS regarding past-due emergency medical debt owed to SMHCS, which exceeded the amount under the PIP coverage limitations under Florida law, from June 7, 2017, up to and including the date of the approval of the Joint Preliminary Approval Order.

The Parties agree that the Class is defined as approximately **3,585** individuals, as determined by SMHCS, who potentially meet this Class definition.

1.5 "CLASS COUNSEL" means J. Andrew Meyer, Esq. of the law firm of Finn Law Group, P.A., located at 8380 Bay Pines Blvd, St. Petersburg, Florida, 33709, and Kaelyn Diamond, Esq. and Michael A. Ziegler, Esq. of Zeigler Diamond Law, located at 2430 Estancia Blvd., Suite 108, Clearwater, Florida, 33761.

1.6 “PUTATIVE CLASS MEMBERS” means those approximately 3,585 consumers patients identified by SMHCS’s records as matching the potential description and criteria stated in Section 1.4 above. The Parties agree that this number is based on a preliminary estimate and may be lower due to the elimination of any duplicate accounts or redundant events during the class period.

1.7 “SHORT FORM CLASS NOTICE¹” means the proposed short form notice, in a form substantially similar to that attached hereto as **Exhibit A-1**, or as otherwise approved by the Court. Upon the determination of the Court, that Exhibit shall thereafter be the “Class Notice 1” and “**Exhibit A-1**” for all purposes throughout this Agreement.

1.8 “WEBSITE LONG FORM NOTICE” means the proposed long form notice, in a form substantially similar to that attached hereto as **Exhibit A-2**, or as otherwise approved by the Court. Upon the determination of the Court, that Exhibit shall thereafter be the “Class Notice 2” and “**Exhibit A-2**” for all purposes throughout this Agreement.

1.9 “CLASS PERIOD” means June 7, 2017, up to and including the date on which the Court issues its Preliminary Approval Order.

1.10 “CONSUMMATION DATE” means the date upon which all obligations and duties of the Parties have been effectuated, and the Agreement has been closed.

1.11 “COURT” means the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

1.12 “EFFECTIVE DATE” means the date the Court finally approves this Agreement, and neither SMHCS, Plaintiff, nor Class Counsel has given notice of withdrawal as provided in

¹ The Parties anticipate providing a short form notice with the essential terms to each class member, with a URL to obtain the complete information contained in A-1 and A-2, with access to obtain a printable long form version of the applicable notice.

Section 4.2. This Agreement shall be finally approved only after the Court has entered the Final Order and Judgment, and the time for perfecting an appeal of such Final Order and Judgment has expired with no appeal taken; final dismissal of any appeal taken; or affirmance of the Final Order which is not subject to further review by any court with appellate jurisdiction over the Litigation, and such Final Order and Judgment has not been vacated or reversed.

1.13 “DEFENDANT” or “SMHCS” means Sarasota County Public Hospital District d/b/a Sarasota Memorial Health Care System, (hereinafter referred to as either “Defendant” or “SMHCS”) and includes all respective present, past, and future employees and entities and their respective officers, shareholders, insurers, attorneys, agents, representatives, contractors, clients, vendors, members, boards of directors, affiliates, parent companies, subsidiaries, and their predecessors, successors, assigns, and any person or entity in privity with them, singular or plural, jointly and severally.

1.14 “FAIRNESS HEARING” means the hearing to be conducted by the Court at a date and time determined by the Court and conducted according to Rule 1.220 of the Florida Rules of Civil Procedure, to consider the fairness, adequacy, and reasonableness of the settlement reflected in this Agreement.

1.15 “FINAL ORDER AND JUDGMENT” means the final order and judgment to be entered by the Court approving this Agreement as fair, adequate, and reasonable under Rule 1.220 of the Florida Rules of Civil Procedure and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement.

1.16 “INITIAL NOTICE DATE” means the date the Class Notices will be mailed to each CLASS MEMBER within the State of Florida, no later than twenty-one (21) calendar days after the Preliminary Approval Date.

1.17 “LITIGATION” means the above-captioned and numbered case.

1.18 “PARTIES” means the Class Members (including Plaintiff) and SMHCS.

1.19 “PRELIMINARY APPROVAL DATE” means the date the Court enters its order granting Preliminary Approval of Class Action Settlement Agreement in a form substantially similar to that attached as **Exhibit B**.

1.20 “RELEASED CLAIMS” means any claims, actions, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law (including the FDCPA), state law (including the FCCPA), common law, territorial law, or foreign law right of action or of any other type or form (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), including all “Unknown Claims” (as defined below), which Plaintiff or a Class Member has arising out of, based upon, or in any way relating to the class claims asserted in the Lawsuit, including but not limited to:

- a. Claims arising out of or related to any of the allegations, facts, events, occurrences, acts, or omissions mentioned or referred to in the operative amended complaint filed in the Lawsuit or other matters that were or could have been brought or asserted against the “Released Parties” (as defined below) relating to SMHCS’s written or oral communications in the Litigation.
- b. Claims arising out of the prosecution or defense of the Litigation, including, but not limited to, claims related to the execution of this Agreement, such as claims of fraud in the inducement, negligent misrepresentation, or fraud, except that nothing herein releases any claim arising out of the violation or breach of this Agreement; and
- c. Claims arising out of or related to the notice of this settlement.

1.21 “SETTLEMENT WEBSITE” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but before

the mailing of the Notice, as a means for Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the short-form (postcard) Notice and long-form notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall consist of a mechanism for Class Members to submit claims electronically.

1.22 "UNKNOWN CLAIMS" means: Any claims that Plaintiff or any Class Member does not know or even suspect to exist against any of the Released parties, which, if known, might have affected their decision regarding the settlement of this Litigation. Plaintiff further acknowledges, and the Class Members shall be deemed to accept, that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but thoroughly, finally, and forever settle and release any Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon actions or conduct occurring on or before the date of the Agreement, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties.

1.23 "RELEASED PARTIES" means SMHCS and each of its respective past, present, and future directors, officers, employees, partners, principals, agents, underwriters, insurers, co-insurers re-insurers, shareholders, attorneys, and any related or affiliated entities, including the Sarasota County Public Hospital Board, any parent, subsidiary, predecessor, or successor

company, and all assigns, licensees, divisions, clients, joint ventures and any entities directly or indirectly involved in the Litigation, and all of their subsidiary entities, and any other related entity.

1.24 “CLASS CHALLENGE PERIOD” means the time period after receipt of a timely and valid claim form from a class member for SMHCS to review the specific medical debt and account data to confirm or challenge the Claimant’s class member status.

1.25 “NON-WAIVER OF DEBT” This Agreement and the settlement embodied herein shall not release any debt owed to Defendant by the Class, nor shall this settlement operate as an accord and satisfaction of such debt. However, for purposes of this Agreement, any Class Member shall retain any available defense or denial of indebtedness for any collection activity taken after the final approval hearing by SMHCS or its agents.

Article II
TERMS AND CONDITIONS OF THE SETTLEMENT

Plaintiff and Defendant agree to the following settlement, subject to the terms and conditions of this Agreement and the terms and conditions of the incorporated documents. The relief provided for under this Agreement is in full satisfaction of all of Defendant’s alleged liability for all Released Claims (as defined above) of Plaintiff and all of the Class Members.

2.1 Class Action Settlement Procedures

A. Plaintiff and Defendant shall file a Joint Motion for Approval of Class Action Settlement Agreement with the Court (the “Joint Motion for Preliminary Approval”) seeking entry of an Order of Preliminary Approval of Settlement (the “Preliminary Approval Order”) that would (1) preliminarily approve this Agreement and the proposed notice to the Class regarding the Settlement Motion and the relief sought thereby (“Class Notice 1” and “Class Notice 2”, collectively, “Class Notices”); and (2) direct that the Class Notice be distributed to the Class in the manner described below. The two Class Notices and Preliminary Approval Order shall be in a

form, whether in long form or short form, substantially similar to those attached hereto and incorporated herein by reference as **Exhibits A-1, A-2, and B**, respectively.

The Class Notices shall inform the Class of the nature of this Litigation, the proposed settlement and the explanation of the claims process. Class Members shall be informed as to how to file or submit a claim for a *pro rata* portion of the Class Settlement Fund, which shall be in a form substantially similar to that attached hereto and incorporated herein by reference as **Exhibit A-1 and A-2**. The respective Class Notice shall be distributed individually to each Class Member. The Parties will provide a short-form postcard notice providing the essential details of this Agreement, along with a detachable claim form that is pre-filled with the claimant's information and with return postage pre-paid ("Postcard Notice"). Furthermore, Plaintiff and Class Counsel will support the Settlement and will take no action inconsistent with such support.

The Class Notices shall inform the Class that the Class Member must submit a valid Claim within a time-specific deadline, which is sixty (60) days from the mailing date of the Short-Form Notice. The Long Form Notice shall adequately explain the "Claims-Made" process to the Class Member.

Pursuant to the terms and conditions of the HIPAA/PHI Protective Order, the electronic data containing the Class Member list shall be returned to SMHCS's counsel, and Class Counsel shall certify that they do not have any copies or other data containing this information. Class Counsel agrees to return any hard copies of the data to Defendant's counsel, destroy or delete any electronic records relating to the class member list, and provide certification of having done so within five (5) business days from the date the Parties sign this Agreement. The electronic data or other documents containing the Class Members list shall be held in trust by SMHCS's Counsel and not destroyed or disposed of until the Parties have completed the terms and conditions of dismissal

and payment under this Settlement Agreement. Should it be necessary to continue with the Lawsuit, the electronic data or other Class Member list will be returned to Class Counsel for their use in providing other required notices in this case.

B. The settlement shall be administered by a class administrator of SMHCS's selection. Presently, SMHCS will utilize Atticus Class Administration in Minneapolis, Minnesota.

C. The cost of the Class Administration, including providing Notice to the Class, administering claims, and the distribution of the Settlement Funds, shall be borne by SMHCS, so long as the class settlement has been approved and fully administered until its completion. in connection with Each Party shall bear its own attorney's fees and expenses should any Class Member or other individual challenge or object to the Class Settlement or administration thereof.

D. Within ten (10) days after the execution of this Settlement Agreement by both parties, Class Counsel shall move the Court to enter an order for Preliminary Approval substantially in the form of **Exhibit B** attached hereto ("Preliminary Approval Order"), and shall request that the Court: (a) preliminarily approve the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate, including the material terms of this Agreement; (b) provisionally approve the Class, as defined herein, for settlement purposes only; (c) conditionally designate Plaintiff as the representative of the Class and Class Counsel as counsel for the Settlement Class; (d) set a date for a final approval hearing ("Court Approval Hearing"); (e) approve the proposed Class Notice in the form attached hereto as **Exhibits A-1** and **A-2** and authorize its dissemination to the Class Members; (f) continue the stay of all proceedings and deadlines in the Litigation, excepting only those proceedings related to the Settlement, pending the Final Approval Hearing; (g) set deadlines consistent with this Agreement for mailing of the Class Notice, the filing of objections, the filing of motions, the submission of requests for exclusion from

the Class, and the filing of papers in connection with the Court Approval Hearing; (h) appoint and approve the Settlement Administrator; and (i) prohibit and preliminarily enjoin Plaintiff, all Class Members (excepting those who are Successful Opt-Outs), Class Counsel, and Plaintiff's Counsel from commencing, prosecuting, or assisting in any lawsuit against the Released Persons that asserts or purports to assert matters within the scope of the Release during the time between entry of the Preliminary Approval Order and final determination by the Court regarding whether to finally approve the Settlement in this Litigation. Plaintiff and SMHCS agree not to oppose the entry of the Preliminary Approval Order, provided it is substantially in the form of **Exhibit B** attached hereto. Without implication or limitation, the parties' agreement not to oppose the entry of the Preliminary Approval Order shall not be an admission or concession by either party that a class was appropriate in the Litigation or would be appropriate in any other matter, and/or that any relief was appropriate in the Litigation, for litigation or for settlement purposes, or would be appropriate in any other matter.

E. SMHCS's agreement to support the Preliminary and Final Settlement Motions, for purposes of this Agreement only, shall be without prejudice to any *status quo ante* defenses, rights, or positions in the Class Action. In the event this Agreement is not approved by the Court, or if approval of this Agreement, including the entry of the Preliminary Approval Order or the Final Order and Judgment, is reversed or modified on appeal (except for the modification of any attorney's fee award), or any one of the conditions precedent set forth in Article IV of this Agreement is not met or any termination right under Section 4.2 of this Agreement is exercised, then the Preliminary Approval Order, the Final Approval Order, this Agreement, and all findings of fact and conclusions of law therein, shall be automatically dissolved without further order of the Court, deemed null and void and of no force and effect, and in such event all *status quo ante* rights

of Defendant to, among other things, (i) oppose any efforts by the Plaintiff to pursue this action as a class action, and (ii) all other defenses, rights, and positions shall in all respects be unaffected and preserved as shall those rights of Plaintiff and the Settling Class.

2.2 The Class. The Class is defined in Section 1.4 above.

2.3 Settlement Consideration. Subject to the terms of this Agreement, Defendant agrees to provide the following relief to Plaintiff and the Class:

- A. **General Class Award:** To resolve all claims of the Class, SMHCS agrees to pay the sum of \$200,000.00 (the “Settlement Fund”), which shall be distributed *pro rata* to each participating class member who timely submits the statutory damage claim or otherwise provides a timely and sufficient claim (electronic or via mail) to the Class Administrator. The Parties agree that the total class size that will receive notice is approximately 3,585¹ Consumers, and the distribution to each General Class Member shall not exceed \$1,000.00.
- B. **Cy Pres Contribution-** Following the completion of the award procedures and distribution, any remaining unclaimed or undeliverable funds shall be disbursed directly to the Sarasota Memorial Healthcare Foundation from the Class Administrator as a *cy pres* distribution on behalf of the Class.
- C. **Stipulated Equitable Relief** – SMHCS agrees to ensure compliance with existing Florida law regarding the issue of “balance billing” under section 627.435, *Fla. Stat.*
- D. **Class Representative Compensation-** SMHCS agrees to separately compensate Plaintiff, as Class Representative, the statutory maximum of One Thousand Dollars (\$1,000.00) for his services on behalf of the Class, and as authorized by the FCCPA.
- E. **Class Notice and Settlement Administration.** SMHCS shall bear the costs of class notification and further administration, up to the maximum provided in section 2.1(C).

¹ This amount may be adjusted according to a final review to eliminate any duplicate accounts and any additional members from December 19, 2025 (date on which the estimate report was prepared for mediation) until the date of the Preliminary Approval Order.

- F. **Attorney's Fees and Litigation Costs.** Presently, the Parties do not agree on the amount of attorney's fees and costs in this case, but have decided to allow the Court to determine the reasonableness and the amount of fees and expenses. The Parties shall follow the same briefing and opposition procedure, including a scheduled fee hearing, as if Plaintiff were the prevailing party under the FCCPA. Defendant shall pay the court-awarded amount, unless an appeal is necessary, within 30 days of the Effective Date.

2.4 **Class Members' Release and Exclusive Remedy.**

- A. Upon entry of the Final Order and Judgment, each Class Member (excepting those who are Successful Opt-Outs), including the Plaintiff, on behalf of such Class Members and of any person claiming by or through each such Class Member as heir, administrator, devisee, predecessor, successor, representative of any kind, or assignee shall be deemed to release and forever discharge the Released Parties, from any and all of the Released Claims.
- B. The relief described herein is the exclusive method of recovery and exclusive remedy for all Class Members for any and all of the Released Claims, and shall be instead of any other remedy or right of action against the Released Parties for the Released Claims.

Accordingly, the Released Parties shall not be subject to liability of any kind to any Class Member with respect to any of the Released Claims, other than as outlined in this Agreement.

- C. Each Class Member, upon the Court's entry of a Final Order and Judgment, shall be enjoined by that Order by instituting or maintaining any action for the Released Claims against the Released Parties. The Court's Final Order and Judgment shall

enjoin such actions for the Released Claims. The Court shall retain jurisdiction over the administration of this Agreement and may use its equitable powers to enforce this Agreement.

2.5 Class Counsel's Attorney's Fees and Expenses. Class Counsel and SMHCS have separately agreed that SMHCS shall pay Class Counsel's reasonable attorney fees, expenses, and costs, as determined by the Court. The awarded sum represents Class Counsel's total claim to attorneys' fees and costs. These funds shall be separately distributed to Class Counsel as provided above in Section 2.3.E and shall not diminish the overall General Class award or Plaintiff's individual award.

2.6 Attorney's Fees of Individual Class Members. Counsel of his or her choice may represent any Class Member or other person, but all fees and expenses of such counsel, if different from Class Counsel paid under Section 2.3.F hereof, shall be paid by the Class Member or other person.

2.7 No Admission of Liability by Defendant. The parties and their attorneys stipulate that this Agreement does not constitute an admission by SMHCS that any claim or fact alleged by any party in the Class Action is accurate or correct, and SMHCS expressly denies any liability or wrongdoing whatsoever in connection with matters that are the subject of the Class Action.

2.8 Objection Period for Class Members.

A. Class Members shall notify the Court, Class Counsel, and counsel of SMHCS, in writing, of their intent to object as outlined in the Class Notice to one or more of the terms of this Agreement or the Conditional Order.

B. Subject to Court approval, the Preliminary Approval Order will require that such notice of objections shall include:

- (1) a concise statement of each objection being made;
- (2) a detailed description of the facts underlying each objection;
- (3) a detailed description of the legal authorities underlying each objection;
- (4) a statement of whether the objector intends to appear at the Fairness Hearing;
- (5) a list of witnesses whom the objector may call by live testimony, oral deposition testimony, or affidavit during the Fairness Hearing; and
- (6) a list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all of the exhibits.

C. Subject to Court approval, the Preliminary Approval Order shall further provide that: Class Members shall file such notice of objections with the Court and serve such notice of objections or opt-outs upon Class Counsel and counsel for Defendant at the addresses outlined in Section 5.7 no later than forty five (45) calendar days from the mailing of the Notices. Unless otherwise agreed by Defendant's Counsel and Class Counsel, any Class Members who fail to properly or timely file their objections with the Court or fail to timely serve such objections on Class Counsel and counsel for Defendant shall not be heard during the Fairness Hearing, and the Court will not consider their objections.

2.10 Opt-Outs. Class members may opt out of the Settlement within forty-five (45) calendar days from the mailing of the Notice.

2.11 Mutual Limited Confidentiality. The Parties agree to the following mutual limited confidentiality terms (the "Mutual Limited Confidentiality Agreement"), which shall take effect upon the execution of this Agreement by the Parties:

- A. Other than facilitating the settlement, dismissal, administration and closure of this case, the Parties, including Class Counsel and Defense Counsel expressly agree that they will not directly or indirectly contact or reveal to, or through any media, including but not limited to, the news media, newsletters, web-sites, chat rooms, blogs, consumer protection organizations, including those representing or

consisting of consumers, consumer protection organizations, organizations of consumer attorneys, or organizations whose purpose is to provide information to attorneys or cause to be published or disseminated to the general public or in advertising or promotional material the existence and/or details of this Litigation or the terms and conditions contained in this Settlement Agreement.

- B. Class Counsel shall retain the ability to disclose their participation in this Lawsuit and provide any sworn or unsworn statements or testimony to any future matter as to their certification and approval as class counsel in this case.
- C. If either Party is contacted by the news media or any third party, that Party will not discuss the terms and conditions of said settlement and/or other details of the settlement, or the Litigation, other than to confirm that the Litigation settled on terms both Parties believe to be fair, reasonable, and adequate.
- D. Class Counsel agrees to retain only a reference that they were certified and approved as class counsel on the firm's website, owned or controlled by the law firms or lawyers employed as Class Counsel in this case. The Parties agree that the claims and notification website used by the Class Administrator shall be removed from the internet once the class administration process is complete.

The Mutual Limited Confidentiality Agreement does not apply to or affect Class Counsel's right and obligation to discuss the terms and conditions of the Settlement Agreement with any prospective Class Member. The Mutual Limited Confidentiality Agreement also does not restrict Class Counsel from referring to this Litigation during representation of future or existing clients or to demonstrate the skill and experience of the lawyers involved for court-required events, such as fee hearings or class certification experience. The Mutual Limited Confidentiality Agreement is

subject to orders of any duly authorized court or governmental agency. If either Party is requested or ordered by a court or governmental agency to disclose information otherwise protected by the Mutual Limited Confidentiality Agreement, that Party will notify the other Party within a reasonable amount of time or upon receiving notice of the request or order so that the other Party may appear and oppose it.

Article III
Representations and Warranties

3.1 Representations and Class Counsel's Warranties. Class Counsel represents and warrants that they believe the settlement outlined in this Agreement is in the best interests of the Plaintiff and Class Members. However, such representations shall not constitute legal advice to SMHCS, which stipulates that it is relying on the legal advice of its own attorneys in deciding whether to enter into this settlement. Class Counsel further warrants that they have no other current or former employees of their law firms, their spouses, or any other retained client who is a Class Member who has been specifically retained or contacted to deliberately opt out of this Settlement Agreement to continue with individual claims against SMHCS regarding the issues or disputes involved in this lawsuit.

3.2 Representations and Warranties of the Plaintiff. Plaintiff represents and warrants as follows: that on the date of execution of this Agreement he is the owner of the individual claims asserted in the Litigation, he has not assigned, pledged (except to their attorneys), sold or otherwise transferred such claims (or an interest in such claims), and that on the Effective Date, he will own such claims free and clear of any liens, claims, charges, security interests or other encumbrances of any nature obligations under this Agreement in all material respects. Additionally, SMHCS's commitment to provide the class the relief described herein and to proceed with closing shall be

subject to the satisfaction of each of the following conditions to closing on or before the Consummation Date (unless SMHCSs waive such conditions); the Effective Date shall have occurred; the Court shall have approved and signed a Final Judgment that includes a release of all of the Released Claims; SMHCS and Plaintiff shall have been furnished with such additional documents as may be reasonably required to implement the transactions contemplated by this Agreement; and; the representations and warranties contained in Article III of this Agreement shall be true and correct as of the date of execution of this Agreement.

ARTICLE IV
MISCELLANEOUS PROVISIONS

4.1 Appeals. If an appeal is taken by a Class Member or any other person from the Order Granting Preliminary Approval of the Settlement or the Final Order and Judgment, then the Parties to this Agreement agree to jointly support the terms of this Agreement on such appeal, requesting that the order or orders appealed from should be affirmed in its entirety and to file briefs or other appropriate court papers supporting that position. Nothing contained herein, however, shall prejudice the rights of Plaintiff, Class Counsel, or SMHCS to appeal from any order of the Court that is inconsistent with the orders contemplated by this Agreement.

4.2 Termination. This Agreement shall be terminated by either Plaintiff or SMHCS upon five (5) Business Days' written notice if the Court rejects or materially alters or amends this Agreement. If this Agreement is terminated, Plaintiff, SMHCS, and each of the Class Members shall be deemed to be in the same position as existed before its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by SMHCS and Plaintiff into these settlement discussions. This Agreement and all other understandings and agreements between the parties and their respective counsel relating to the settlement shall be deemed null and void and of

no force and effect. In that event, the parties will jointly notify the Court of the need to proceed with the case and reset deadlines and dates under the existing Scheduling Order.

4.3 Submission of Electronic and Hard Copy Claims. Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

4.4 Claim Review for Class Membership Verification. Every week, the Class Administrator shall provide the identity of the Class Member who has submitted a timely claim in this case. SMHCS shall be authorized to review the account information for that particular Claimant to determine whether the Class Member meets all of the criteria to receive a class distribution in this case, as provided in section 1.4. If SMHCS determines that the account information demonstrates that the Class Member does not meet one or more of the criteria to establish liability against SMHCS in this case, SMHCS shall provide such information to Class Counsel to review the objection and evidence to support the objection within 20 days from the Class Administrator's weekly report. The Parties shall attempt to review the information and come to an Agreement as to whether the Claimant is a verified Class Member. If the Parties do not agree or cannot otherwise resolve the dispute, the Parties may elect to allow the Claimant to participate in the award, or agree to allow the Claimant to opt out of the Class and provide such notice to the Claimant.

4.5 Administration. Subject to the Approval of the Court, the settlement will be administered as follows:

- A. At the expiration of the Claims Period, the Class Administrator shall provide to the parties a list of all Class Members who submitted a valid Claim (“Class List”). The Parties agree to seek leave to file the Class List under seal.
- B. No later than fourteen (14) days before the deadline for initial mailing of the Class Notice contemplated under this Agreement, Plaintiff and Class Counsel shall state any objections to the Settlement Class Member List to SMHCS, in writing, so that such objections can be timely resolved or an extension of the mailing deadline secured pending the resolution of such objections by the Parties or the Court.
- C. Within twenty-one (21) calendar days after the Preliminary Approval Date, the Settlement Administrator shall mail the Class Notice via first-class mail to each Settlement Class Member at the address set forth on the Settlement Class Member List. The Settlement Administrator shall have discretion to format the Class Notice reasonably to minimize mailing or administrative costs.
- D. If the Postal Service returns any Class Notice sent under paragraph above as undeliverable, the Settlement Administrator shall re-mail the Class Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail within a reasonable time after return. If the returned mail does not reflect a forwarding address, the Settlement Administrator shall have no obligation to re-mail the applicable Notice but shall provide Class Counsel with the names and addresses of the affected Class Members.
- E. The Class Notice shall inform each Class Member of his or his right to request exclusion from the Class and not to be bound by this Agreement, if, within sixty (60) days of Class Notice (or such other time as is ordered by the Court and

contained in the Class Notice) (“Opt-Out Period”), the Class Member completes and mails a request for exclusion (“Opt-Out”) to the Settlement Administrator at the address outlined in the Class Notice. For a Class Member’s Opt-Out to be valid and treated as a Successful Opt-Out, it must: state (a) the case name and number; (b) contain the Class Member’s personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Class Member with respect to a claim or right such as those in the Litigation (i.e., conformed, reproduced, facsimile, or other non-original signatures are not valid); (c) unequivocally state the Class Member’s intent to be excluded from the Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all right to the benefits of the Settlement; and (d) state their full name, address, and telephone number. No person shall purport to exercise any exclusion rights of any other person, or purport to opt-out Class Members as a group, aggregate, or class involving more than one Class Member or Opt-Out; any such purported Opt-Outs shall be void, and the Class Member(s) that is or are the subject of such purported Opt-Out shall be treated as a Class Member. Opt-Outs for a Settlement Class Member may, however, be prepared and mailed by counsel for that Class Member, subject to the other limitations of this paragraph. At the expiration of the Opt-Out Period, Class Counsel, Counsel for SMHCS, and the Settlement Administrator shall create a comprehensive list of Successful Opt-Outs and file the list with the Court under seal to protect the privacy interests of the Successful Opt-Outs. The Parties shall advise the Court whether they agree as to whether a communication from a

Class Member is a request to Opt-Out. SMHCS or Class Counsel may dispute an Opt-Out or purported Opt-Out, and the Court shall determine the presentation and resolution of such disputes.

- F. Other than as outlined in this Section of the Agreement, there shall be no other provision for notice of the Settlement.
- G. Within ten (10) days after the final date for postmarking of Opt-Outs set by the Court, SMHCS may challenge any requests for exclusion as not meeting the definition of Successful Opt-Out, by any form of written notice to Class Counsel (“Disputed Opt-Outs”). Within five (5) days of notice to Class Counsel of any Disputed Opt-Outs, Class Counsel shall file a Notice of Disputed Opt-Outs with the Court under seal to protect the privacy interest(s) of the Disputed Opt-Outs. Within ten (10) days of filing the Notice of Disputed Opt-Outs, Class Counsel shall provide written notice to any Class Members who are Disputed Opt-Outs that the Court will determine their inclusion in the Settlement Class at the Final Approval Hearing. The Court shall resolve Disputed Opt-Outs at the Final Approval Hearing. The Parties agree that any decision by SMHCS not to dispute a request for exclusion or to withdraw a challenge to a request for exclusion shall not be a waiver, determination, or preclusive finding against SMHCS in any proceeding.
- H. Any Class Member who is not a Successful Opt-Out, or who otherwise fails to comply with all requirements for opting-out as may be contained in this Agreement, in the Class Notice, or in any order of the Court, shall be bound by this Agreement, this Settlement, and the Release. If a Class Member is a Successful Opt-Out, then that Class Member shall be excluded from the Settlement in its entirety, shall not

receive any benefits of the Settlement, and will not be bound by the terms of this Settlement Agreement. Any Class Member who is a Successful Opt-Out shall have no standing to object to the Settlement and/or to intervene in the Litigation.

- I. Any Class Member who is not a Successful Opt-Out and who wishes to object to the Settlement must file a written objection to the Settlement (“Objection”) with the Court, within thirty (30) days of Class Notice (or such other time as is ordered by the Court and contained in the Class Notice). Each Objection must: (a) state the case name and number; (b) state that the Class Member objects to the Settlement, in whole or in part; (c) set forth a statement of the legal and/or factual basis for the objection; (d) provide copies of any documents that the Class Member wishes to submit in support of his or her position, and include the name of the Class Member’s attorney, if any; and (e) set forth the Class Member’s full name, current address, and telephone number. Objections may be served and filed by counsel for a Class Member. Any Class Member who does not submit a timely Objection in complete accordance with this Agreement, the Class Notice, and any order of the Court shall not be treated as having filed a valid Objection to the Settlement.
- J. Any Class Member who wishes to appear at the Court Approval Hearing, whether pro se or through counsel, must file a Notice of Appearance in the Action, take all other actions or make any additional filings as may be required in the Class Notice, or as otherwise ordered by the Court, and provide the Notice of Appearance and other papers to Class Counsel and Counsel for SMHCS within the time set by the Court, but if an Objection is filed, a Notice of Appearance in compliance with this Section, must be filed with the Objection.

- K. Any Class Member who wishes to file a motion in the Action must file his or her motion with the Court, within the time set by the Court. Unless the Court directs otherwise, the dates outlined in the Class Notice shall govern the rights of the Class Members.
- L. Settlement administration shall be conducted by the Settlement Administrator, in coordination with SMHCS, except as otherwise provided in this Agreement.
- M. For a period of one hundred eighty (180) days after the Final Approval Date, the Settlement Administrator shall maintain an address to receive inquiries with respect to the Settlement. The Parties, Class Counsel, and the Settlement Administrator shall, subject to the provisions herein and any order of the Court, have the right to respond to verbal or written inquiries initiated by individual Class Members, or putative Class Members, concerning the Settlement at any time. Counsel for SMHCS shall also have the right to respond to verbal or written inquiries directed to them by individual Class Members. To the extent Counsel for SMHCS responds to such inquiries in writing, Counsel for SMHCS will copy Class Counsel on any written communications made to Class Members about the Settlement.

5 Final Approval.

- 5.1 Within thirty (30) days of the expiration of the deadline to opt-out or object (whichever is later), Plaintiff and Class Counsel shall move the Court to enter a Final Approval Order substantially in the form to be submitted by the parties, which order shall: (a) finally approve the Settlement as fair, reasonable, and adequate; (b) give the terms of the Settlement final and complete effect; (c) find that all requirements of applicable law necessary to effectuate this Settlement have been

met and satisfied; and (d) otherwise enter final judgment of dismissal on the merits and with prejudice in the Action. SMHCS agrees not to oppose the entry of the Final Approval Order, provided it is substantially in compliance with the terms and conditions herein. Without implication or limitation, SMHCS's agreement not to oppose the entry of the Final Approval Order shall not be an admission or concession by SMHCS that a class was appropriate in the Action, or would be appropriate in any other matter, and/or that any relief was appropriate in the Action or would be appropriate in any other matter.

5.2 The Final Approval Order, or a separate order, shall be entered providing that Plaintiff, all Class Members (excepting those who are Successful Opt-Outs), and Class Counsel shall be enjoined from commencing, prosecuting, or assisting in any lawsuit, administrative action, or any judicial or administrative proceeding against the Released Persons that asserts or purports to assert matters within the scope of the Release and judgment in the Action.

5.3 At the time appointed by the Court, and no later than five (5) days before the deadline for the filing of Objections to the Settlement set by the Court, Plaintiff and Class Counsel may, subject to the limitations outlined in this paragraph and this Agreement, agree to jointly make a written application to the Court for an award of attorneys' fees and litigation costs actually incurred in the prosecution of this action. The Parties may agree to a maximum amount not to exceed an aggregate amount. In this case, SMHCS will agree not to file a written opposition to such application, provided that it is in accord with the limitations outlined in this paragraph. Without implication or limitation, SMHCS's agreement not to file a written opposition shall

not be construed as an admission, agreement, or concession by SMHCS that the attorneys' fees and litigation costs applied for by Class Counsel are reasonable and/or appropriate. If the Parties cannot agree on the amount of the attorney's fees and costs or agree on a maximum amount, then the Parties agree that the Court (and only the Court) shall determine the amount, if any, of the Attorney Fee/Litigation Cost Award in this Action.

5.4 Distribution of Settlement Funds. Subject to the approval of the Court, the settlement funds will be distributed as follows:

5.4.1 Within thirty (30) calendar days after the Effective Date: (1) a check or wire representing the distribution due to Plaintiff (Class Representative Award) and Counsel (Court-awarded attorney's fees and costs) described above will be sent by SMHCS to Class Counsel; and (2) SMHCS will send a wire representing the Settlement Funds to the Settlement Administrator.

5.4.2 Within thirty (30) days after the Effective Date, the Settlement Administrator shall issue payments for approved Claims to the Class (under paragraphs 2.3(A) and 2.3(B)), *supra*, shall be issued in the form of a check.

5.4.3 Settlement checks shall bear the legend that they expire if not negotiated within sixty (60) days of their date of issue.

5.4.4 **Returned Payments.** For any settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the settlement Payment within thirty (30) days after the electronic

payment or check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Class Member to obtain updated address information. Any replacement settlement check(s) issued to Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Class Members within that time.

5.4.5 A check representing the *cy pres* distribution on behalf of the Class will be sent by the Class Action Administrator to Sarasota Memorial Health Care Foundation, after one hundred twenty (120) calendar days from the Effective Date. The award shall represent any remaining unclaimed or undeliverable funds held by the Class Administrator after the expiration of this period.

5.5 No Admission. The Parties and their attorneys stipulate that this Agreement constitutes a compromise of disputed claims and is entered into without admitting any liability, which is expressly denied, and without any Party agreeing to any allegations made by any other Party. The Parties and their attorneys further stipulate that nothing contained in this Agreement, the supporting documents, or the negotiations leading up to this Agreement shall be construed as an admission of liability or wrongdoing of any kind, and if this Agreement is terminated this Agreement shall not act or be construed as a waiver of any claim or defense that SMHCS or Plaintiff may have in the Litigation.

5.6 Entire Agreement. This Agreement, including all referenced Exhibits, is the Parties' entire agreement. All antecedent or contemporaneous extrinsic representations, warranties, or collateral provisions concerning the negotiation and preparation of this Agreement are intended to be discharged and nullified.

5.7 Modification. No modification of this Agreement may be made, except by written agreement executed by Plaintiff, Class Counsel, and SMHCS, and approved by the Court.

5.8 Notices. All notices between and to Class Counsel and SMHCS required under this Agreement shall be sent by first-class U.S. Mail, by hand delivery, or by any other verifiable means, to the recipients designated in this Agreement. The timeliness of all submissions and notices shall be measured by the date that is three (3) days after the date of the postmark (if sent by mail) or by the date of receipt (if hand delivered or sent by other verifiable means). The individuals designated to receive notice are as follows:

A. Class Counsel

Finn Law Group, P.A.
J. Andrew Meyer, Esq.
8380 Bay Pines Blvd
St. Petersburg, Florida, 33709
(727) 214-0700

Ziegler Diamond Law
Attn: Kaelyn Diamond, Esq. and Michael A. Ziegler, Esq.
2430 Estancia Blvd., Suite 108
Clearwater, Florida 33761
(727) 538-4188

B. Defendant Sarasota Memorial Healthcare System

Zimmerman, Kiser & Sutcliffe, P.A.
Ernest H. Kohlmyer, III, Esquire
315 East Robinson Street, Suite 600
Orlando, Florida 32801
407-425-7010

SKohlmyer@zkslaw.com

4.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, and all of which, taken together, shall constitute the same Agreement.

4.9 Applicable Law. This Agreement shall be governed by and shall be construed and enforced by the laws of the United States and the State of Florida without regard to any conflict of law provision in said laws of the State of Florida that might otherwise require the application of the laws of a jurisdiction other than that of the State of Florida to the performance, validity, construction, or enforcement of this Agreement.

4.10 Headings. Article and Section headings in this Agreement are for convenience of reference only. They are not to be taken to be a part of the provisions of this Agreement, nor to control or affect meanings, constructions, or the effect of the same.

4.11 Benefit of Agreement. The Agreement shall be binding upon and inure to the benefit of the parties hereto, the Class Members, the Released Persons, and their respective successors, heirs, and assigns. Nothing in this Agreement is intended or shall be construed to give any other person or corporation any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision entered.

4.12 Place of Performance. This Agreement shall be performed within the jurisdiction of the Circuit Court of Sarasota County, Florida, and/or within the jurisdiction of the class administrator located in Minneapolis, Minnesota.

4.13. Best Efforts. All signatories to this Agreement and their counsel shall exercise their best efforts to take all steps and expend all reasonable efforts that may be necessary to effectuate the terms and conditions of this Agreement.

4.14 Parties are Equal Drafters. The parties shall be deemed to be equal drafters of this Agreement, and the Agreement terms and conditions, including the Settlement attachments and exhibits, shall not be construed against either Party to this Agreement.

SIGNATURE PAGE

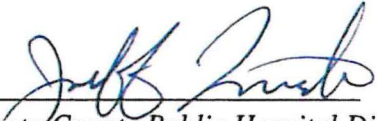
IN WITNESS WHEREOF, the PLAINTIFF has executed this Settlement Agreement on the date below.

Christopher Daugherty 08/2026 02:11PM America/New_

CHRISTOPHER DAUGHERTY, individually and in his capacity as Plaintiff/Class Representative

SIGNATURE PAGE

IN WITNESS WHEREOF, the DEFENDANT has executed this Settlement Agreement
on the date set



*Sarasota County Public Hospital District
d/b/a Sarasota Memorial Health Care
System, by its authorized representative*

for **David Verinder**
President & Chief Executive Officer

**Reviewed and Approved for
Signature by Jennifer Grosso, Esq.,
Associate Chief Legal Officer**