

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.
_____ /

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

TO: All patients/consumers residing in the State of Florida, who were contacted at least once by Defendant Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System (“SMHCS”) regarding past-due emergency medical debt owed to SMHCS, which may have exceeded the amount under the PIP coverage limitations under Florida law, from June 7, 2017, up to and including the May 6, 2026, the date of the approval of the Joint Preliminary Approval Order.

Please Read This Notice Carefully, In Its Entirety. Your Rights May Be Affected By The Settlement Of This Lawsuit Now Pending In This Court

BASIC INFORMATION

1. Why was this Notice issued?

The Circuit Court of Sarasota County has authorized this Notice because you have a right to know about a Proposed Settlement of this class action lawsuit against Defendant Sarasota County Public Hospital District d/b/a Sarasota Memorial Health Care System (“SMHCS”) and about your options before the Court decides whether to give "final approval" to the Proposed Settlement. This Notice explains the Lawsuit, the Proposed Settlement, your legal rights, what benefits will be provided, and who will receive them. This case is pending in the Circuit Court of Sarasota County, Florida. It is known as *Christopher Daugherty v. Sarasota County Public Hospital District d/b/a Sarasota Memorial Health Care System*, Case No.: 2019-CA-003178 NC ("Lawsuit").

2. What is this Lawsuit about?

The Lawsuit is about whether the billing practices and collection letters used by SMHCS to collect the balance for medical services provided to patients involved in automobile-related injuries violated Section 559.72(9) of the Florida Consumer Collection Practices Act (“FCCPA”). SMHCS denies that their collection attempts violated the FCCPA and continues to maintain that they did not act wrongfully or unlawfully.

3. Why is this a class action?

The Court has ordered that this Lawsuit may be maintained as a class action under Rule 1.220 of the Florida Rules of Civil Procedure, subject to final approval after the settlement process. If the Proposed Settlement has been preliminarily approved under the terms and conditions of the Settlement Agreement negotiated in good faith during a mediation conference on December 20, 2025. If the Settlement terms, as agreed by both Parties, are not finally approved, or if any party withdraws from the Proposed Settlement, the Lawsuit will revert to its status prior to the Settlement Agreement being signed. The class will proceed as a “class action,” and the determination of liability will be made during a jury trial set for the August 2026 trial term.

4. How do I know if I am part of the Proposed Settlement?

The Proposed Settlement includes all persons who meet the following criteria,

1. Consumer-Patients residing in the State of Florida from two (2) years before the filing of the initial complaint (June 7, 2017) to May 6, 2026, the date of the approval of the Joint Preliminary Approval Order.
2. A SMHCS billing letter was mailed to you seeking payment from you for emergency medical services rendered by SMHCS in which the injuries were caused or were related to an automobile accident or injury.
3. Where the patient had an active automobile insurance policy at the time of the accident.
4. Where the letter contained a balance amount in excess of the amount allowed under Florida law.

You are receiving this Notice because it is believed that you meet the above criteria and are a Class Member.

5. Why is there a Proposed Settlement?

The Parties arrived at the Proposed Settlement after arm's-length negotiations, including several telephonic and electronic discussions and a face-to-face mediation conference between the lawyers for each side. The Parties reached the Proposed Settlement after the Court determined whether class certification was appropriate. The Plaintiff must still determine and prove that SMHCS violated Section 559.72(9), *Fla. Stat.*, as to his individual claim as well as any claims of each of the purported class members. The Proposed Class Settlement is a compromise of disputed claims and does not mean that any law was violated or that Defendant did anything wrong.

THE PROPOSED SETTLEMENT BENEFITS

6. What benefits does the Proposed Settlement provide?

The Proposed Settlement provides both equitable and monetary benefits ("Settlement Benefits"):

- SMHCS has agreed not to send billing or collection communications that contain a request for a balance unless there is a contractual agreement or a specific Florida statute or law that allows the collection of such a balance from Florida consumers.
- SMHCS will establish a fund in the amount of \$200,000.00 ("Settlement Fund"). From the Settlement Fund, the Settlement Administrator shall issue checks in the amount to be determined based on the number of valid and timely claims filed with the Settlement Administrator. Each valid and timely claim shall receive a *pro-rata* share of the total of this Fund. You **MUST** file a timely claim to be eligible for payment, as explained below. The maximum amount of funds per Class Member shall not exceed \$1,000.00.
- SMHCS has voluntarily agreed to incur the costs and expenses of class administration of these claims.
- SMHCS shall pay Class Representative and Plaintiff, Christopher Daugherty, \$1,000.00 as authorized by section 559.77(2), *Fla. Stat.*
- SMHCS has agreed to pay the reasonable attorney's fees and costs to Plaintiff's counsel in an amount to be approved by the Court or otherwise stipulated by the Parties, but that will not exceed \$495,000.00. The reasonableness of the fees and costs will be determined by the Court,

Any monies from the Settlement Fund that remain unclaimed or undistributed after 60 days from the date of issuance of the settlement check will be distributed to the Sarasota Memorial Healthcare Foundation as a *cy pres* award.

More details are in a document called the Settlement Agreement, which is available for your inspection at the Office of the Clerk, Clerk of Court, and County Comptroller, located at 1001 Sarasota Center Blvd., Sarasota, Florida 34240, during regular business hours, and on the Proposed Settlement website at www.FLDaughertyClassSettlement.com.

7. When will the Proposed Settlement go into effect?

The Court will hold a final approval hearing on **July 29, 2026, at 10:30 a.m.**, to decide whether to approve the Proposed Settlement (*see* Question 16), including the request for attorneys' fees and litigation expenses (*see* Question 13). Even if the Court approves the Proposed Settlement, there could be appeals. The time for an appeal varies.

The Proposed Settlement becomes final and binding on the Effective Date. If no timely appeal is filed, the Effective Date is 30 days from the date the Judge signed the Final Approval Order, subject to certain conditions. If an appeal is taken, the Effective Date is the date on which all appeals are completed, and the Proposed Settlement becomes final.

The Proposed Settlement will go into effect on the Effective Date.

8. How does the Proposed Settlement affect my rights?

If the Proposed Settlement is finally approved, the Court will enter a judgment dismissing all claims against Defendant SMHCS with prejudice. Under the Proposed Settlement terms, you will release Defendant SMHCS concerning the claims that were or could have been raised in the case.

This means you cannot seek equitable or monetary relief against SMHCS based on any claim related to or arising out of the attempted collection of any alleged excess balance of my automobile medical bill by SMHCS on the applicable debt that SMHCS was collecting. You will be giving up all such claims, whether you know about them. **This Settlement does not waive, discharge, forgive, or release any medical debt obligations owed to SMHCS or its ancillary providers for any services rendered by them.**

The Representative Plaintiff and Class Counsel will represent your interests as a Class Member. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Proposed Settlement, and the fee award will be set by the Court and paid by the Defendants. (*see* Question 13).

The Court's order will apply to you even if you have any other claim, lawsuit, or proceeding pending against SMHCS. If you have any questions about the release, please consult a lawyer.

9. What am I giving up as part of the Proposed Settlement if I do nothing?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class, and you must file a timely claim within the stated deadline to receive payment. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against SMHCS or the other Released Parties, as defined in the Settlement Agreement, about the legal issues in this Lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. How do I obtain money from the Proposed Settlement?

The Class members **MUST** file a timely and valid claim with the Class Administrator by **July 10, 2026**, to receive a portion of the Settlement Fund. Such Class members may claim by completing and mailing the Claim Form attached to the separate mailed postcard notice or online at www.FLDaughertyClassSettlement.com. Claim Forms must be postmarked, and electronic Claim Forms submitted on the Settlement Website, by 11:59 pm EST on **July 10, 2026**.

The amount to be paid to Class members from the Settlement Fund will depend on the number of valid and timely claims from the General Class. The maximum *pro rata* distribution from the Settlement Fund is \$1,000.00, but such payment may be less based on the number of claims filed by other Class members. That amount will not be determined until after the claim submission deadline has expired.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue Defendant SMHCS concerning the claims asserted in the Lawsuit, you must take steps to remove yourself from the Proposed Settlement. This is called "asking to be excluded from" or "opting out" of the Class and the Proposed Settlement.

11. How do I remove myself from the Proposed Settlement?

If you choose to exclude yourself from the Class, you will not be bound by any order, judgment, or lawsuit settlement. If you exclude yourself from the Class, you will not receive any benefits from this class action. You will retain and be free to pursue any claim against Defendant, SMHCS, the FCCPA, or other applicable laws.

To exclude yourself from the Proposed Settlement, you must mail a letter saying that you want to be excluded from the Class in this case. You must include your full name, current mailing address, and telephone number, and the letter must be signed by you personally. Your letter or written request for exclusion must be mailed or otherwise delivered to the following address such that it is **postmarked by June 25, 2026**.

Daugherty Class Action
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

You cannot exclude yourself by phone or email.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed the lawyers identified below to represent you and the other Class Members in this case. These lawyers are called Class Counsel.

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

Michael A. Ziegler, Esq. and Kaelyn Diamond, Esq.
Ziegler Diamond Law Firm, PLLC
2430 Estancia Boulevard, Suite 108
Clearwater, Florida 33761
(727) 538-4188

You will not be charged for their representation. The Defendants will compensate Class Counsel at the end of the case. If you want to be represented by another lawyer, you may hire one at your own expense.

13. How will the lawyers be paid? What will the Representative Plaintiffs receive? What expenses will be paid?

Class Counsel will ask the Court to approve attorneys' fees and expenses to be paid by the SMHCS separately from the monies to be paid to the Class from the Settlement Funds. Class Counsel will file a separate motion for attorney's fees on or before **June 1, 2026**, a copy of which will be made available on www.FLDaughertyClassSettlement.com.

Class Counsel will also ask the Court to approve an award of \$1,000 to be paid separately from the Settlement Funds to the Representative Plaintiff for the time and resources he has spent helping the lawyers on behalf of the whole Class, to be paid to the Representative Plaintiff. The Court may award less than the requested amount. The cost of administering the Settlement, including the expense of sending this Notice and any settlement checks, will be paid by SMHCS. No Class Member will owe or pay anything directly for attorneys' fees and expenses or the plaintiff and/or class compensation. Any award of attorneys' fees and costs will be paid separately from the Settlement Funds. The Court must approve the attorneys' fees and expenses for Class Counsel. The Court will, if necessary, conduct a hearing on the attorneys' fees and litigation expenses at the same time as the final approval hearing.

OBJECTING TO THE PROPOSED SETTLEMENT

14. How do I tell the Court I disagree with the Proposed Settlement?

You may object to any part of the Proposed Settlement. You must file a written objection in the Circuit Court of Sarasota County, Florida. It is known as *Christopher Daugherty v. Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System*, Case No.: 2019-CA-003178 NC. Any objection must set forth your full name, current mailing address, and telephone number and must include (a) a written statement explaining the reasons for your objection; (b) copies of any papers, briefs, or other documents you want to bring to the Court's attention; (c) any evidence you wish to introduce in support of your objection; and (d) a statement of whether you or your lawyer will ask to appear at the final approval hearing to talk about your objections.

Your objection must be mailed or otherwise delivered to each of the following addresses so that it is postmarked by **June 25, 2026**:

Court	Class Settlement Administrator
Circuit Court in and for Sarasota County, Florida 1001 Sarasota Center Blvd. Sarasota, Florida 34240	Daugherty Class Action c/o Atticus Administration PO Box 64053 St. Paul, MN 55164
Class Counsel	Defendant's Counsel
J. Andrew Meyer, Esq. Finn Law Group, P.A. 8380 Bay Pines Blvd. St. Petersburg, Florida 33709 Michael A. Ziegler, Esq. and Kaelyn Diamond, Esq. Ziegler Diamond Law Firm, PLLC 2430 Estancia Boulevard, Suite 108 Clearwater, Florida 33761	Ernest H. Kohlmyer, III, Esquire Zimmerman, Kiser & Sutcliffe, PA 315 East Robinson Street, Suite 600 Orlando, FL 32801 Counsel for SMHCS

If you or your lawyer asks to appear at the final approval hearing, in addition to providing the above information, you must include in your objection letter: (a) the points you wish to speak about at the hearing; (b) copies of documents you intend to rely upon at the hearing; (c) the amount of time you request for speaking at the hearing; and (d) whether you intend to have a lawyer speak on your behalf.

If you intend to have a lawyer present, your lawyer must file a written notice of appearance of counsel with the Clerk of the Court no later than **July 22, 2026**.

15. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself from the Class, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide to approve the Proposed Settlement?

The Court will hold a final approval hearing to determine whether the Proposed Settlement is fair, reasonable, and adequate, and to grant final approval. The Court will also consider whether to award attorneys' fees and other expenses to Class Counsel, whether to provide an incentive award to the Representative Plaintiff, and whether to enter a final judgment and dismiss the Lawsuit. If there are objections, the Court will consider them. You may attend and ask to speak.

The final approval hearing will be on **July 29, 2026, at 10:30 a.m.**, before the Honorable Hunter W. Carroll, Circuit Court Judge, located at Lynn N. Silvertooth Judicial Center, 2002 Ringling Blvd., Sarasota, Florida 34237, in Courtroom 6-C.

The Court may approve the Proposed Settlement with modifications and without further notice if consent is given by the Representative Plaintiff and Defendant and their respective attorneys by the terms of the Settlement Agreement.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you submit a written objection, you do not have to attend the final approval hearing to discuss it. As long as you mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your lawyer to attend the final approval hearing, which is unnecessary.

IF YOU DO NOTHING

18. What happens if I do nothing?

As stated above, if you do nothing, you will remain part of the Class. If you are a member of the Class and you do nothing, you will not receive any Settlement Benefits. Unless you file a timely claim form, you will give up rights explained in the "Opting Out of the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this Lawsuit that are released by the Settlement Agreement.

GETTING MORE INFORMATION

19. How do I get more information?

If you have any questions concerning the matters dealt with in this Notice, please direct your inquiries to the following Class Counsel:

J. Andrew Meyer, Esq.
Finn Law Group, P.A.
8380 Bay Pines Blvd.
St. Petersburg, Florida 33709

Michael A. Ziegler, Esq. and Kaelyn Diamond, Esq.
Ziegler Diamond Law Firm, PLLC
2430 Estancia Boulevard, Suite 108
Clearwater, Florida 33761

The pleadings and other records in this litigation are available. They may be examined and copied during regular office hours at the Office of the Clerk, Lynn N. Silvertooth Judicial Center, 2002 Ringling Blvd., Sarasota, Florida 34237.

PLEASE DO NOT TELEPHONE THE CLERK'S OFFICE OR THE JUDGE'S CHAMBERS CONCERNING THIS NOTICE OR THIS CASE.