

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.

_____ /

**ORDER OF PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, this Court has been advised that the parties to this action, Christopher Daugherty (“Plaintiff” or “Class Representative”), Sarasota County Public Hospital District d/b/a Sarasota Memorial Health Care System, (“SMHCS”), through their respective counsel, have agreed, subject to Court approval, following class notice and a hearing, to settle the above-captioned lawsuit (“Lawsuit”), upon the terms and conditions outlined in the Class Action Settlement, (“Settlement Agreement”), which has been filed with the Court, and the Court deeming that the definitions outlined in the Settlement Agreement are hereby incorporated by reference herein (with capitalized terms as outlined in the Settlement Agreement);

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to this Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held on **July 29, 2026**, after notice to the Class Members, to finally determine whether

the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in this Lawsuit:

IT IS HEREBY ORDERED:

This Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto.

Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, the Lawsuit has already been certified as of January 30, 2025 [DIN #204]. The Parties participated in mediation on December 20, 2025, before Mediator Gregory Holder. They entered into an Agreement in principle and, since that date, have entered into a Class Action Settlement Agreement, to which the Parties have agreed to a revised definition of the Class (defined below). For settlement purposes, on behalf of the following Class of plaintiffs with respect to the claims asserted in the Lawsuit, the Parties have agreed to settle the class and administer the terms and conditions contained therein upon Court approval. The Parties have jointly filed a Motion for Preliminary Approval and request the court to adopt and approve the following class definition:

The Class: *All patients/consumers 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.*

Defendant represents that based on this definition, and a review and analysis of its business records, there are approximately 3,586 potential members of the Class, including Plaintiff. Pursuant to Rule 1.220, the Court has appointed Christopher Daugherty, Representative for the Class. The Court also appointed Finn Law Group, P.A., J. Andrew Meyer, Esq., 8380 Bay Pines Blvd, St. Petersburg, Florida, 33709, and Ziegler Diamond Law Firm PLLC, Kaelyn Diamond, Esq., and Michael A. Ziegler, Esq., 2430 Estancia Blvd., Suite 108, Clearwater, Florida 33761, as

Class Counsel for both classes. This Court preliminarily finds that the Lawsuit continues to satisfy the applicable prerequisites for class action treatment, namely:

- A. The Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the class, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the members of the class;
- D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all Class Members; and
- E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

See: Denning v. Mankin Law Grp., P.A., No. 8:21-cv-2822-MSS-MRM, [2022 WL 16956527](#), at *1–*2 (M.D. Fla. Nov. 15, 2022) (certifying for settlement purposes class and subclass under the Fair Debt Collection Practices Act (“FDCPA”) and Florida Consumer Collection Practices Act (“FCCPA”).

Settlement Agreement

This Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions outlined in the Settlement Agreement [Ex.1] is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of (i) the benefits to the Class Members; (ii) the strengths and weaknesses of Plaintiff’s case compared to the terms of the proposed settlement; (iii) the anticipated duration, complexity, and expense of

additional litigation; (iv) the risk and delay inherent in such additional litigation and possible appeals; (v) the limited amount of any potential total recovery for the class, given the cap on statutory damages for claims brought pursuant to the FCCPA; and (vi) the opinion of Class Counsel, who are highly experienced in this area.

Class Administrator

A third-party class administrator acceptable to the parties will administer the settlement and notification to Class Members. The class administrator will be responsible for mailing the approved class action notice and settlement checks to the Class Members. The costs of administration will be paid by Defendant separately and apart from the settlement fund. Upon the recommendation of the parties, this Court hereby appoints the following class administrator: Atticus Administration LLC. *See, e.g., Evans v. Intertape Polymer Corp.*, No. 8:23-cv-01042-KKM-AAS, [2024 U.S. Dist. LEXIS 212152](#), at *14 (M.D. Fla. Nov. 20, 2024) (appointing Atticus to administer class action settlement).

Class Notice

This Court approves the form and substance of the direct mail class notice and long-form notice, attached to the Motion for Preliminary Approval, Exhibits 3 and 4. The proposed short notice form for direct mailing and long form notice of website publication as the method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Rule 1.220 and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. *See Family Med. Pharmacy, LLC v. Trxade Grp., Inc.*, No. 15-0590, 2016 WL 6573981, at *9 (S.D. Ala. Nov. 4, 2016) (“The Notice contains a summary of the class action settlement and directs the recipient to the website, the toll free number, or an address for the Settlement Administrator to obtain a copy

of the Settlement Agreement and release as well as other information....Accordingly, the Court finds that the email notice, postcard notice, and other forms of class notice are reasonable, adequate, and sufficient notice to the class members and meet the requirements of due process.”

This Court finds that the proposed notice is clearly designed to advise the Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the notice to the Class Members as expeditiously as possible, but in no event later than 21 days after the Court enters this order, i.e., **no later than May 11, 2026**. The class administrator will confirm and, if necessary, update the addresses for the Class Members using the standard methodology currently used by the class administrator.

Plaintiff’s Attorney’s Fees and Costs

Plaintiff’s petition for an award of attorneys’ fees and reimbursement of costs and expenses must be filed with the Court no later than **June 1, 2026**. Defendant shall have 30 days from the date of the filing of Plaintiff’s petition, or **June 30, 2026**, to file any opposition thereto.

Class Member Opt-Out

Any Class Member who desires to be excluded from the class must send a written request for exclusion to the class administrator with a postmark date no later than 45 calendar days after the Court’s entry of this order, i.e., **no later than June 25, 2026**. To be effective, the written request for exclusion must state the Class Member’s full name, address, telephone number, and email address (if available), include a statement that the Class Member wishes to be excluded, and be signed by the Class Member. No request for exclusion will be valid unless all of the information described above is included. The terms of the Settlement Agreement will not bind any Class Member who submits a valid and timely request for exclusion.

No Class Member, or any person acting on behalf of or in concert or participation with any Class Member, may exclude any other Class Member from either class. A Class Member may exclude themselves on an individual basis only. “Mass” or “class” exclusion requests, whether submitted by third parties on behalf of a “mass” or “class” of Class Members or by multiple Class Members, where each Class Member has signed no personal statement, are not allowed.

Class Member Objections to Settlement

Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 45 calendar days after the Court enters this order, i.e., **no later than June 25, 2026**. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel, attention: Finn Law Group, P.A., c/o J. Andrew Meyer, Esq. located at 380 Bay Pines Blvd., St. Petersburg, Florida, 33709 and Ziegler Diamond Law, c/o Kaelyn Diamond, Esq. and Michael A. Ziegler, Esq. located at 2430 Estancia Blvd., Suite 108, Clearwater, Florida 33761, and Defendant’s counsel, Zimmerman, Kiser & Sutcliffe, P.A. c/o Ernest H. Kohlmyer, III, Esquire, located at 315 East Robinson Street, Suite 600, Orlando, Florida 32801. To be effective, the objection must:

- Contain a heading which includes the name of the case and case number;
- Provide the name, address, telephone number, and email address (if available) of the Class Member filing the objection;
- Be filed with the Clerk of the Court no later than 60 days after entry of this order;
- Be sent to Class Counsel and counsel for Defendant at the addresses above by first-class mail, postmarked no later than

60 after entry of this order; Contain the name, address, bar number, and telephone number of the objecting Class Member's counsel, if represented by an attorney, as well as a statement whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel. If an attorney represents the Class Member, he/she must comply with all applicable laws and rules for filing pleadings and documents in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida;

- Contain a statement of the specific basis for each objection, and provide evidence that the objector is a member of their applicable class(es);
- Include the signature of the objecting Class Member; and
- State whether the Class Member intends to speak at the final fairness hearing.

Any Class Member who has timely filed an objection and notified the Court of his or her intent to speak at the final fairness hearing may appear at the final fairness hearing, in person or by counsel, to be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the proposed settlement, and on the application for an award of attorneys' fees, costs, and expenses. Any objection that includes a request for exclusion will be treated as an exclusion.

Class Settlement Distribution

If the Court grants final approval to the settlement, the class administrator will mail a settlement check to each Class Member who submitted a timely claim and did not exclude himself or herself. Each participating Class Member will receive a pro-rata portion of the \$200,000.00 Settlement Fund. Additionally, Defendant will pay to the Class Representative \$1,000 in statutory damages pursuant to the FCCPA, Section 559.77(2), *Fla. Stat.*

Final Fairness Hearing

The Court will conduct a final fairness hearing on **July 29, 2026**, at **10:30 a.m.** located at: Judge Silvertooth Judicial Center - 2002 Ringling Blvd. - Sarasota, FL 34237, Courtroom: 6-C to determine:

- (a) Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 1.220;
- (b) Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Class Members and should be approved by the Court;
- (c) Whether a Final Approval Order, as provided under the Settlement Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the Released Claims against the Released Parties; and
- (d) To discuss and review other issues as the Court deems appropriate.

Attendance by Class Members at the final fairness hearing is not necessary. Class Members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Class Members wishing to be heard are, however, required to appear at the

final fairness hearing. The final fairness hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

Submissions by the Parties in support of the settlement, including memoranda in support of final approval of the proposed settlement, and responses to any objections, must be filed with the Court no later than 28 days before the final fairness hearing, i.e., **no later than July 10, 2026**. Opposition briefs to any of the foregoing must be filed no later than 14 days before the final fairness hearing, i.e., **no later than July 22, 2026**. Reply briefs to any of the foregoing must be filed no later than 7 days before the final fairness hearing, i.e., **no later than July 22, 2026**. This Order will be null and void if any of the following occur:

- (a) Any specified material condition to the settlement outlined in the Settlement Agreement is not satisfied, and the satisfaction of such condition is not waived in writing by the Parties; or
- (b) The Court approves the Settlement Agreement, including any amendment thereto approved by the Parties. Still, such approval is reversed on appeal, and such reversal becomes final by lapse of time or otherwise.

The events described above, however, provide grounds for terminating the Settlement Agreement only after the Parties have attempted and completed good-faith negotiations to salvage the settlement but are unable to do so. If the Settlement Agreement and/or this order are voided, then the Settlement Agreement will be of no force and effect. The Parties' rights and defenses will be restored without prejudice to their respective positions as if the Settlement Agreement had never been executed and this order had never been entered. The Court retains continuing and exclusive


jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement.

Class Administration Schedule

The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
May 11, 2026	Direct Mail Class Notice Sent
June 1, 2026	Filing of Class Counsel's Petition for Attorneys' Fees, Costs, and Expenses (30 days after Mailing Date)
June 30, 2026	Filing of Defendant's Counsel's Response in Opposition to Attorney's Fees, Costs and Expenses (60 days after Mailing Date)
June 25, 2026	Deadline to Send Exclusion or File Objection (45 days after Mailing Date)
July 10, 2026	Deadline to File Class Member's Claim (60 days after Mailing Deadline)
July 20, 2026	Deadline to File Objection to Class Member Claim or Status by Parties. (10 days after entry of Claim Filing Deadline)
July 22, 2026	Opposition, if any, to Final Approval (14 days before final fairness hearing)
July 22, 2026	Reply, if any, to Final Approval (7 days before final fairness hearing)
July 29, 2026	Final Fairness Hearing

IT IS SO ORDERED in Sarasota County, Florida.


5/6/2026 8:14 AM 2019 CA
003178 NC
e-Signed 5/6/2026 8:14 AM 2019 CA 003178 NC
Circuit Court Judge, Hunter Carroll