

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
COMPLEX BUSINESS LITIGATION DIVISION**

CASE NO.: 2020-20117-CA-01

ALL X-RAY DIAGNOSTIC SERVICES, CORP.,
as assignee of Luis Pino, on behalf
of itself and all others similarly situated,

Plaintiff,

CLASS REPRESENTATION

v.

GEICO INDEMNITY COMPANY, GEICO
GENERAL INSURANCE COMPANY, GEICO
CASUALTY COMPANY and GOVERNMENT
EMPLOYEES INSURANCE COMPANY,

Defendants.

_____ /

THIRD AMENDED CLASS ACTION COMPLAINT

Plaintiff, ALL X-RAY DIAGNOSTIC SERVICES, CORP. (“Plaintiff” or “ALL X-RAY”), as assignee of Luis Pino, on behalf of itself and all others similarly situated, by its undersigned counsel, sues Defendants GEICO INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY, GEICO CASUALTY COMPANY and GOVERNMENT EMPLOYEES INSURANCE COMPANY (“Defendants” or, collectively, “GEICO” or the “GEICO Companies”), and alleges as follows:

JURISDICTION, PARTIES AND VENUE

1. This is an action asserting a class action claim for declaratory relief pursuant to Fla. R. Civ. P. 1.220(b)(1)(A), 1.220(b)(1)(B) and/or 1.220(b)(3) and Chapter 86, Florida Statutes, as well as a claim on behalf of the class for monetary relief based upon the improperly reduced reimbursements made GEICO to its insured and their assignees. This Court has subject matter

jurisdiction over this action because this is a class action and Sec. 86.011, Florida Statutes (2019) likewise confers jurisdiction on this Court to address the declaratory action and the damages sought on behalf of the class exceeds the minimum jurisdiction of this Court.

2. Plaintiff, ALL X-RAY DIAGNOSTIC SERVICES, CORP., is a Florida corporation and a duly licensed medical provider authorized to do business and doing business in Miami-Dade County, Florida. Plaintiff provides diagnostic services to Florida residents who have sustained personal injuries in motor vehicle collisions, and who have assigned to Plaintiff the right to collect personal injury protection (“PIP”) benefits under automobile insurance policies issued by Defendants.

3. At all material times, Luis Pino was a patient at Plaintiff, ALL X-RAY, and was insured under an automobile insurance policy providing PIP benefits issued by GEICO and who assigned his rights and benefits of said automobile insurance policy to Plaintiff, ALL X-RAY.

4. At all times material hereto Defendants GEICO INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY, GEICO CASUALTY COMPANY and GOVERNMENT EMPLOYEES INSURANCE COMPANY were Maryland corporations authorized to transact insurance business under the laws of the State of Florida in Miami-Dade County, Florida¹ and at all material times, sold automobile insurance coverage subject to the Florida Motor Vehicle No-Fault Law,² including the “PIP Statute.”³

¹ On or about July 12, 2021, Defendants amended their articles of incorporation on file with the Florida Secretary of State by changing their state of incorporation from Maryland to Nebraska.

² Sections 627.730 – 627.7405, Florida Statutes, are collectively known as the “Florida Motor Vehicle No Fault Law.” § 627.730, Fla. Stat.

³ Section 627.736, Fla. Stat., is known as the “PIP Statute.”

5. Venue is proper in Miami-Dade County, Florida, as Defendants have offices for transaction of its customary business in Miami-Dade County, Florida, and the causes of action set forth below arose and/or occurred in Miami-Dade County, Florida.

6. All conditions precedent to the maintenance of this action have occurred, have been performed, or have been waived.

NATURE OF THE ACTION

7. In Count I the Plaintiff, on behalf of itself and the members of the class defined below, seeks a judgment declaring the parties' respective rights and obligations under section 627.736(5)(a)(2), Fla. Stat. (2012-present), regarding the interpretation and construction of the phrase, "allowable amount under the applicable schedule of Medicare Part B for 2007." Specifically, Plaintiff seeks a declaration determining the meaning of that statutory phrase and the manner by which the "allowable amount under the applicable schedule of Medicare Part B for 2007" is to be calculated pursuant to Florida law and the applicable guidelines promulgated by the Centers for Medicare and Medicaid Services ("CMS"), which is a part of the United States Department of Health and Human Services ("HHS").

8. In Count II the Plaintiff seeks monetary relief for breach of contract seeking money damages on behalf of itself and members of the class defined below for the underpayments which resulted from the GEICO's failure to properly adjust the claims which fall within the class of claims defined below.

GENERAL FACTS PERTAINING TO REPRESENTATIVE PLAINTIFF

9. On or about January 3, 2020, Luis Pino was involved in a motor vehicle accident and, as a result, sustained bodily injuries related to the operation, maintenance, or use of a motor vehicle.

10. Luis Pino was insured under an automobile insurance policy issued by GEICO, bearing policy number 4577-69-49-48/09170 (the “Policy”), which was in full force and effect at the time of the accident and provided coverage for PIP benefits as required by Florida law. A copy of the Policy is attached as Exhibit A.

11. GEICO assigned claim number 0651065000000001 for all claims related to the January 3, 2020 motor vehicle accident.

12. On or about January 21, 2020, Luis Pino sought and received reasonable, related, and medically necessary diagnostic services from the Plaintiff as a direct and proximate result of his injuries.

13. In exchange for providing these services, ALL X-RAY obtained a written assignment of Mr. Pino’s PIP benefits. A true and correct copy of the assignment is attached as Exhibit B.

14. ALL X-RAY has provided similar services to other PIP insureds of GEICO after receiving similar assignments of benefits, and reasonably anticipates it will continue to do so in the future.

15. As the assignee of Luis Pino’s PIP benefits, Plaintiff timely submitted a proof of claim to GEICO seeking payment of no-fault benefits for the diagnostic services provided to Luis Pino on January 21, 2020. The particular aspects of this proof of claim will be detailed below.

16. GEICO made the determination that Luis Pino was entitled to “coverage” under the applicable Policy as a result of the January 3, 2020 automobile accident.

17. GEICO likewise made the determination that the Plaintiff’s proof of claim was a covered “medical expense” under the Policy and Florida law. As is depicted by GEICO’s

Explanation of Review reprinted below, the Defendants allowed \$414.36 for the four x-rays Plaintiff performed and paid \$331.49 (80% of the amount it allowed).

LINE	DOS	PROC CODE	MOD DESCRIPTION	UNITS	CHARGE	REDUCTION	*PEN REDUCTION	PROVIDER REIMBURSE	EXPLANATION
1	01/21/20	72052	Radex spine cervical 6 or more views	1.0	\$700.00	\$561.32	\$0.00	\$138.68	721E
2	01/21/20	72110	Radex spine lumbosacral minimum 4 views	1.0	\$700.00	\$585.12	\$0.00	\$114.88	721E
3	01/21/20	73080	Radex elbow complete minimum 3 views	1.0	\$500.00	\$427.74	\$0.00	\$72.26	721E
4	01/21/20	73564	Radiologic exam knee complete 4/more views	1.0	\$500.00	\$411.46	\$0.00	\$88.54	721E
Total Lines : 4					\$2,400.00	\$1,985.64	\$0.00	\$414.36	

Reimbursement Amount :	\$	414.36
Previous Reimbursement Amount :	\$	0.00
Difference in Reimbursement Amount :	\$	0.00
Apportionment Amount :	\$	0.00
Less Deductible :	\$	0.00
Limited Benefits/Copay :	\$	0.00
EOR Check Amount :	\$	331.49

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF LINE NUMBER
721E	Reimbursed according to the Florida fee schedule, as specified in Florida Statute 627.736(5)(a)1.	1, 2, 3, 4

18. On the face of the Explanation of Review, GEICO explained that its payment was made “according to the Florida fee schedule, as specified in Florida Statute 627.736(5)(a)1.”

19. Plaintiff acknowledges that pursuant to the policy of insurance issued by GEICO that it is and was authorized to use the schedule of maximum charges codified at section 627.736(5)(a)1., Fla. Stat. (2012-present), which authorizes insurers to limit reimbursement to 80% of the schedule of maximum charges set forth therein. For the x-ray services at issue here, § 627.736(5)(a)1.f.(I), Fla. Stat., provides that “[t]he insurer may limit reimbursement to 80 percent

of...200 percent of the allowable amount under...[t]he participating physicians fee schedule of Medicare Part B...”).

20. Sections 627.736(5)(a)2.-5, Fla. Stat. sets forth the provisions related to the application of that schedule. In other words, subparagraph 1. identifies the specific fee schedule applicable to the service, and subparagraphs 2. – 5. instruct insurers how to apply the fee schedules.

21. Fla. Stat. § 627.736(5)(a)2. (2012-present) states:

For purposes of subparagraph 1., the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, *except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.*

(emphasis added).

22. There are three possible allowable amounts under the applicable schedule of Medicare Part B for 2007 that are easily accessed on the CMS website, www.cms.gov: (1) the non-facility participating price; (2) the non-facility limiting charge; and (3) the OPPS amount. For the medical services provided by Plaintiff to Luis Pino and other GEICO insureds, the OPPS amount is the highest, followed by the limiting charge, and finally the non-facility participating price. Each of these amounts are greater than the corresponding allowable amount under the participating physicians fee schedule of Medicare Part B for 2020 (the year the x-rays were performed).

23. Plaintiff contends that Defendants failed to utilize the highest allowable amount under the applicable schedule of Medicare Part B for 2007 with respect to its payment to Plaintiff

for the x-rays provided to Luis Pino, which resulted in a violation of Florida Statute § 627.736(5)(a)(2).

24. Plaintiff contends that Defendants engaged in an improperly failed to utilize the highest allowable amount under the applicable schedule of Medicare Part B for 2007, which Plaintiff alleges results in a violation of § 627.736(5)(a)(2).

25. Plaintiff further contends that the Defendants improperly included a budget neutrality reduction applicable only on actual Medicare claims in calculating the allowable amount under the applicable schedule of Medicare Part B for 2007.

26. Defendants denied that it engaged in an improper practice of failed to utilize the highest allowable amounts under the applicable Medicare Part B schedule, improperly calculated the amounts it reimbursed, and that it committed any violations of Florida Statute § 627.736(5)(a)(2).

27. Upon information and belief, the Defendants have issued policies like the one issued to Luis Pino providing coverage for PIP to thousands of other Florida residents and has consistently paid reduced amounts to Plaintiff and members of the class as a result of its failure to properly calculate the highest allowable amount under the applicable Medicare Part B schedule to determine the approved amounts for medical services like the ones performed by Plaintiff for Luis Pino, in violation of § 627.736(5)(a)(2).

CLASS ACTION ALLEGATIONS

28. Plaintiff, together with such other members of the class that may join this action as class representatives, hereby bring this action for declaratory relief and for monetary relief on its own behalf and on behalf of all those similarly situated who are unsure of their rights based, in whole or in part, on the parties' diverging interpretations and construction of the phrase, "allowable

amount under the applicable schedule of Medicare Part B for 2007” and how those amounts are to be calculated. By this class action, Plaintiff seeks a declaration determining the meaning of that statutory phrase and the manner by which the “allowable amount under the applicable schedule of Medicare Part B for 2007” is to be calculated pursuant to Florida law and the applicable CMS and HHS guidelines. Plaintiff further brings an action seeking monetary relief in the form of damages for itself and on behalf of those similarly situated for breach of contract by GEICO and for the resulting damages in the form of underpayment of Personal Injury Protection benefits due.

29. As used herein, the class period is September 18, 2015 through the present and the class consists of and is defined as follows:

All Florida healthcare providers who are/were the assigns or assignees of covered insureds under an automobile insurance policy issued by the GEICO Companies as described in s. 627.736, Fla. Stat., who at any time during the Class Period submitted bills to the GEICO Companies for payment of PIP benefits for all services, supplies or care described by the assigned CPT code for which the GEICO Companies allowed an amount that is less than the Highest Allowable Amount Under Medicare Part B for 2007 and issued payment based thereon. The "Highest Allowable Amount Under Medicare Part B for 2007" is defined to mean the greater of 200% of the 2007 non-facility OPPS amount or 200% of the non-facility limiting charge with neither including the budget neutrality adjustment (BNA) applied to the work RVU.

Excluded from the Class are persons and/or entities who timely opt-out of the Class using the correct protocol for opting-out that will be formally established by the Court; the GEICO Companies; any subsidiary or affiliate of the GEICO Companies; the directors, officers and employees of the GEICO Companies or their subsidiaries or affiliates; any entity in which any excluded person or entity has a controlling interest; the legal representatives, heirs, successors and assigns of any excluded person or entity; and the judge assigned to this case along with any persons within the third degree of consanguinity to such judge.

30. Plaintiff and class members reserve the right to amend the class definition as discovery proceeds and to conform to the evidence.

31. This action is maintainable as a Class Action under Rule 1.220(b)(3), Florida Rules of Civil Procedure, as there are several predominant common questions applicable to Plaintiff and those of the members of the class. Under both Counts in the complaint, questions of law or fact common to the Class Representative's claim and the claim of each member of the Class as defined above predominate over any questions of law of fact affecting only individual members of the class. Furthermore, class representation is superior to other available methods for the fair and efficient adjudication of this controversy.

32. Numerosity: Plaintiff alleges on information and belief that the number of class members is so numerous that joinder of them is impractical. Plaintiff's belief is based on the undeniable fact that Defendants sell thousands of insurance policies in the State of Florida and that there are thousands of Florida healthcare providers who submitted claims to Defendants for medical services and on information indicating that GEICO had, and has, a practice of improperly failing to utilize and properly calculate the highest allowable amounts under the applicable Medicare Part B schedule thereby affecting the rights of class members.

33. At this time, Plaintiff does not know the exact number of Class Members, but the members will be easily ascertained from GEICO's standardized records through use of its computer data and through discovery and will consist of assignee healthcare providers who submitted bills to GEICO for medical services where GEICO improperly misinterpreted the PIP Statute and the insurance policies it issued, thereby underpaying Plaintiff and all putative class members.

34. Commonality: Plaintiff's claims raise common questions of law and/or fact shared with other Class Members. Such questions of law and fact common to the class include the following:

With Respective to the Declaratory Judgment Class

- (a) Whether GEICO has improperly interpreted and/or applied § 627.736(5)(a)(2), Fla. Stat., during the class period identified above;
- (b) What is the “allowable amount under the applicable schedule of Medicare Part B for 2007” as that phrase is used in § 627.736(5)(a)(2);
- (c) What is the correct way to calculate the “allowable amount under the applicable schedule of Medicare Part B for 2007” as that phrase is used in § 627.736(5)(a)(2) and whether such amount should include any adjustment based upon the budget neutrality adjustment; and
- (d) Whether the Plaintiff and the class are entitled to declaratory relief to determine the parties’ respective rights and obligations concerning the provisions of GEICO’s policy regarding the payment of affected medical services pursuant to the Florida Motor Vehicle No Fault Law.

With Respect to the Breach of Contract Class

- (e) Whether GEICO’s practice of failing to pay the highest allowable amount under the applicable schedule of Medicare Part B for 2007 where such amount, exclusive of the Medicare-only budget neutrality adjustment, is greater than the corresponding allowable amount under the participating physicians’ fee schedule of Medicare Part B in effect during the year of service, violated the policy and is thus a breach of contract; and,
- (f) The proper amount of damages.

35. Typicality: The claim of the class representative is typical of the claims that would be asserted by other members of the class in that, in proving its claim, Plaintiff will prove the claims of all class members. Plaintiff, and each class member, is an insured or assignee of an insured who has submitted a claim for the payment of PIP benefits that was accepted as a covered loss or expense under GEICO’s standardized Policy but neither approved for payment pursuant to

the highest allowable amounts under the applicable Medicare Part B schedule nor properly calculated.

36. Adequacy: The Plaintiff is a health care provider doing business in Florida that has no conflicts of interest and will fairly and adequately represent and protect the interests of the Class. Additionally, the class representative is fully aware of its responsibilities as class representative and has retained experienced counsel fully capable of, and intent upon, vigorously pursuing the action. Class counsel has extensive experience in class and/or insurance claims and litigation regarding the Florida Motor Vehicle No Fault Law.

COUNT I – CLASS ACTION FOR DECLARATORY RELIEF

37. Plaintiff and the class members reallege paragraphs 1 through 36 above as if specifically set forth herein.

38. Plaintiff, individually and on behalf of the class as defined above seeks a declaratory judgment interpreting the phrase “allowable amount under the applicable schedule of Medicare Part B for 2007” as it is used in § 627.736(5)a.2., Fla. Stat. (2012 – present) and how to calculate the “allowable amount under the applicable schedule of Medicare Part B for 2007.”

39. Plaintiff and all putative class members have submitted claims for PIP benefits to GEICO for payment under their standardized Policy.

40. The Policy contains language that elects the use of the permissive fee schedule payment methodology permitted under §627.736(5)(a), Fla. Stat.

41. Each charge that is submitted is reviewed to determine whether the applicable Medicare Part B fee schedule for the year of service is greater than or less than the applicable 2007 Medicare Part fee schedule.

42. As noted above, there are three possible allowable amounts under the applicable schedule of Medicare Part B for 2007 that are easily accessed on the CMS website, www.cms.gov:

(1) the non-facility participating price; (2) the non-facility limiting charge; and (3) the OPSS amount. For the medical services that the Plaintiff provided to Luis Pino, the 2007 OPSS amount is the highest, followed by the 2007 limiting charge, and finally the 2007 non-facility participating price, all three of which exceed the allowable amounts under the participating physicians' fee schedule of Medicare Part B for the year of service. For other services, the limiting charge or the non-facility participating price may be higher than the OPSS amount.

43. § 627.736(5)(a), Fla. Stat., governs the manner by which the Defendants were required to reimburse the PIP claims and § 627.736(5)(a)2. mandates that the payment amount “may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.”

44. Plaintiff contends that Defendants failed to utilize the highest allowable amount under the applicable schedule of Medicare Part B for 2007, and improperly included a further reduction pursuant to the Medicare-only budget neutrality adjustment, with respect to its payment to Plaintiff for the services provided to Luis Pino, which resulted in a violation of § 627.736(5)(a)(2), Fla. Stat., and that Defendants systematically did so to the detriment of Plaintiff and all others similarly situated.

45. Defendants contend that they did not fail to utilize the highest allowable amount under the applicable schedule of Medicare Part B for 2007 with respect to its payment to Plaintiff and the class for medical services such as those provided to Luis Pino, and further contends that it did not engage in an improper practice of failing to utilize the highest allowable amounts under the applicable Medicare Part B schedule, and further contends that it did not commit any violations of § 627.736(5)(a)(2), Fla. Stat., including the use of the Medicare-only budget neutrality adjustment.

46. The state of facts alleged above, and the parties' divergent contentions, have created a bona fide, actual, present, and practical need for a judicial declaration that presents an actual controversy regarding rights of Plaintiff and the class, on the one hand, and Defendants' obligations to the Plaintiff and the class, on the other. The parties therefore have an actual, present, adverse, and antagonistic interest in the subject matter and are before the Court by proper process.

47. Plaintiff and the class members are in doubt about the proper interpretation of § 627.736(5)(a)2., Fla. Stat.,

48. The rights, status, or other equitable or legal relations of the parties are affected by § 627.736(5)(a)2., Fla. Stat. Accordingly, pursuant to § 86.011, Fla. Stat., the Plaintiff and class members may obtain a declaration of their rights, status, or other equitable or legal relations thereunder.

49. All conditions precedent to the filing and maintenance of this class action for declaratory have been met.

50. Plaintiff has retained the undersigned counsel to prosecute this action and is entitled to the recovery of its reasonable attorneys' fees and costs pursuant to Fla. Stat. Sec. 627.428 and/or 627.736(8), and legal assistant fees pursuant to Fla. Stat. Sec. 57.104.

WHEREFORE, Plaintiff, individually and on behalf of the class of persons similarly situated, under the Florida Declaratory Judgment Act (Chapter 86, Florida Statutes), hereby requests a declaratory judgment interpreting the PIP Statute and the insurance policy issued by GEICO described herein,⁴ and prays for a final order as follows:

- a. Determine that this action is properly maintainable under Fla. R. Civ. P. 1.220(a), 1.220(b)(3) and appoint the Plaintiff to represent the class defined herein;

⁴ The applicable policy language in the Geico Indemnity Policy issued to Luis Pino is substantially similar, if not identical, to the in policies issued by the Geico Companies.

- b. Appoint the undersigned law firms as class counsel;
- c. Approve the Plaintiff as class representative in this action along with such other persons whom the Court may permit to join as class representatives;
- d. Certify the class set forth herein and for an order requiring reasonable and adequate notice to be given to prospective class members following certification;
- e. Enter final judgment declaring that the phrase “allowable amount under the applicable schedule of Medicare Part B for 2007” as it is used in § 627.736(5)(a)(2) refers to the highest allowable amount under the applicable Medicare Part B schedule for 2007, and the manner by which the “allowable amount under the applicable schedule of Medicare Part B for 2007” is to be calculated pursuant to Florida law and the applicable guidelines promulgated by CMS with regard to the Medicare-only budget neutrality adjustment;
- f. Award reasonable attorneys’ fees and costs to the Plaintiff class pursuant to §§ 627.428 and 627.736(8), Fla. Stat. and legal assistant fees pursuant to § 57.104, Fla. Stat.; and
- g. Award other relief as the Court deems fair and reasonable.

COUNT II – CLASS ACTION FOR BREACH OF CONTRACT

51. Plaintiff re-alleges paragraphs 1 through 6 and 8 through 36.

52. This is a class action for breach of contract against GEICO brought by Plaintiff individually and on behalf of the members of the class defined above.

53. At all times material hereto the policy of insurance issued by the Defendants under which the individual claim of the Plaintiff described above was made as well as the claims made by the members of the class defined above were in full force and effect.

54. All conditions precedent to this action have occurred, been satisfied, or have been waived.

55. Plaintiff and each of the class members received an assignment of benefits for claims submitted to GEICO and therefore have standing to assert the claims set forth herein.

56. Each of the policies at issue adopted the permissive fee schedule payment limitations set for in Section 627.736(5)(a), Fla. Stat.

57. GEICO has underpaid claims such as that of the Plaintiff. Specifically, where, as is the case of the individual claim described above, the allowable amount under the applicable Medicare Part B fee schedule for the service year, as defined by the policy, is less than the applicable 2007 Medicare Part B fee schedule, GEICO failed to pay the highest allowable amount under the applicable 2007 Medicare Part B fee schedule and improperly included the Medicare-only budget neutrality adjustment.

58. GEICO'S failure to allow and issue payment under the highest allowable amount under the 2007 Medicare Part B fee schedule, and to improperly include the reduction that results from application of the Medicare-only budget neutrality adjustment is a breach of contract.

59. As a direct and proximate cause of GEICO's breach of contract, Plaintiff and all the class members have suffered and will continue to suffer damages.

60. As a result of GEICO's breach of contract the class representative Plaintiff has been required to retain the undersigned counsel to represent it in this action and has agreed to pay them a reasonable fee.

WHEREFORE, Plaintiff, individually and on behalf of all other similarly situated, demands judgment for damages against GEICO INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY, GEICO CASUALTY COMPANY and GOVERNMENT EMPLOYEES' INSURANCE COMPANY (collectively GEICO), along with interest, costs, and attorneys' fees pursuant to either sections 627.428 and 627.736(8), Fla. Stat. (2020) or as a percentage of the recovery, whichever is greater, and further respectfully requests the Court to (a) find that this action satisfies the prerequisites for maintenance as a class action as set forth in Rule 1.220(a) and (b)(3), Fla. R. Civ. P., and to certify the class as requested herein; (b) designate Plaintiff as class representative and the undersigned lawyers class counsel; (c) award such other and further relief as is just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of itself and the Class members, hereby demands a trial by jury on all issues so triable.

Dated: _____

/s/ Kenneth J. Dorchak

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