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IN THE COUNTY COURT IN AND FOR BROWARD  
COUNTY, FLORIDA

CASE NO. CONO-20-000227 DIV: 73

PAUL S. GOODKIN, D.C., P.A., a/a/o  
ANTHONY SIBILIO,

Plaintiff,

v.

PERMANENT GENERAL ASSURANCE  
CORPORATION,

Defendant.

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**ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY DISPOSITION AND  
GRANTING DEFENDANT'S MOTION FOR FINAL SUMMARY JUDGEMENT**

THIS CAUSE having come before the Court upon Plaintiff's Motion for Summary Disposition Regarding Defendant's Failure to Adhere to its Requirements Under the Law When Processing Inexpensive Charges and Defendant's Motion for Final Summary Judgment regarding Billed Amount on March 1, 2022 and the Court being otherwise fully advised in the premises thereof, it is hereby

ORDERED and ADJUDGED, as follows:

1. The issue is whether the PIP Statute and the Policy requires an insurance company pay either 80% of the 200% of Medicare or the 100% of a submitted amount by a medical provider when the charge submitted is less than the allowable amounts under the Schedule of Maximum Charges as outlined by 627.736(5)(a). Stated otherwise, is an insurance company, when they have elected to utilize the Schedule of

Maximum Charges for Reimbursement, required to pay in excess of 80% of a submitted<sup>1</sup> charge?

2. The Court finds MRI Associates of Tampa, Inc., v. State Farm Mutual Automobile Insurance Company, No. SC 18-1390 to be determinative of the issue. There is nothing in the PIP Statute or the subject policy of insurance that would require the insurer here to pay in excess of 80% of a submitted charge. As such, the Court rules in favor of the Defendant.

3. That judgment be and hereby is entered for Defendant, that Plaintiff take nothing by this action and that Defendant go hence without day.

4. The Court reserves jurisdiction to determine attorney's fees and costs.

DONE AND ORDERED in Chambers, at Broward County, Florida this 15 day of March, 2022.

  
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COUNTY COURT JUDGE

Copies furnished to:  
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<sup>1</sup> A reasonable charge may not exceed the amount the [provider] customarily charges for the like services or supplies.