

A Proposed Class Action Settlement May Affect Your Rights

A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

- There is a proposed Settlement of a class action lawsuit entitled *Ana Martinez Reyes v. Summit Health Management, LLC*, No. 22-cv-09916. The claim is that Summit Health Management, LLC d/b/a CityMD (“Summit”) knowingly and willfully violated New York General Business Law §349 and New Jersey Consumer Fraud Statute, N.J. Stat. Ann. §56:8-19 by failing to inform patients that a coinsurance obligation or a copay may be imposed by CityMD for their Covid tests. The basis for the claims in the case is described in Section 1 below.
- **Whether you act or not, your legal rights are affected by the proposed settlement. Your rights and options – and the deadlines to exercise them – are explained in this Notice. Please read this notice carefully in its entirety.**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT | | |
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| Your Rights and Options | What to Do | Deadlines to Act |
| Do Nothing | You do not need to do anything to receive benefits from the proposed Settlement. If the Settlement is approved by the Court, you will receive a pro rata distribution determined in proportion to the amounts CityMD refunded for your Covid tests. In any case, what you will receive will be at least \$5.00. You will also be bound by the Court's final judgment and the release of claims, as explained in Sections 8-10 below. | None |
| Object to the Settlement | Write to the Court about why you do not like the proposed Settlement; for more information regarding objecting, please read Section 14 below. | Postmarked or otherwise sent on or before April 20, 2024 |
| Opt out of the Settlement | Write to the Settlement Administrator (identified below) stating that you do not wish to participate in the proposed settlement. By doing so you will receive no benefit from the Settlement. | Postmarked or otherwise sent on or before April 8, 2024 |

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BASIC INFORMATION

1. Why did I get this notice?

You have received this Notice because Summit Health Management’s (d/b/a CityMD) records show that you are an individual who had been charged a coinsurance obligation or a co-pay for an office visit related to a Covid test that you obtained at a CityMD facility in New York or New Jersey. Although CityMD has refunded that amount, Plaintiff has brought this lawsuit to pursue treble damages under certain statutes in New York and New Jersey. The lawsuit is captioned *Ana Martinez Reyes v. Summit Health Management LLC*, No. 22-cv-09916.

Plaintiff and Summit have reached a proposed settlement agreement to resolve the case.

This notice informs you about the Settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the proposed Settlement. The proposed settlement will potentially be finally approved at the hearing. If the proposed Settlement is finally approved by the Court, and not overturned on appeal, then you will benefit from the relief provided by the proposed settlement. You will also then be bound by the release and other provisions of the proposed Settlement.

2. What is this lawsuit about?

It is alleged in this lawsuit that Summit circumvented the Family First Coronavirus Response Act (“FFCRA”) and the Coronavirus Aid, Relief, Economic Security Act (the “CARES Act”) by imposing cost-sharing for Covid tests, which was allegedly prohibited by these laws. Plaintiff alleges that, by failing to inform patients that a coinsurance obligation or a co-pay may be imposed for office visits related to their Covid tests, Summit deceived patients, knowingly and willfully violating New York General Business Law §349 and New Jersey Consumer Fraud Statute, N.J. Stat. Ann. §56:8-19.

You can read the Plaintiff’s Class Action Complaint at www.CityMDCovidTestSettlement.com.

Summit denies that it did anything wrong, believes that Plaintiff’s claims are wholly without merit, and denies that any damages are provable for Plaintiff and/or the members of the class and/or that the case should be maintained as a class action. Summit has also refunded all amounts collected and stopped pursuing outstanding bills. However, Plaintiff’s Complaint asserted what Plaintiff contends was a viable claim for treble damages under New York and New Jersey law – claims beyond the refund amount. To avoid the expense of lengthy litigation, Summit has agreed to this settlement.

3. Why is this case a class action?

Class actions seek to bring similar claims in one case in one court. In a class action, the plaintiff who brings the case is called the “Class Representative.” She has her name listed in the title of the case (Ana Martinez Reyes). The proposed Class Representative sues on behalf of people who have similar claims – called the Class or Class Members – which in this case includes you.

4. Why is there a proposed Settlement?

The Court did not decide which side was right or wrong in this case. Instead, both sides agreed to the class-action Settlement summarized in this Notice to avoid the costs and risks of a lengthy trial and appeals process – which could have taken years. The parties reached the Settlement after the exchange of a substantial amount of information and by using an experienced mediator to mediate the matter.

The Class Representative and the lawyers representing the Class believe the proposed settlement to be in the best interest of all Class Members. The Court has granted preliminary approval of the proposed Settlement and ordered that this Notice be sent to you to explain it.

WHO IS IN THE PROPOSED SETTLEMENT?

5. How do I know if I am part of the proposed Settlement?

You are covered under the Settlement Agreement as a “Class Member.” You are identified as a Class Member based on the business records maintained by CityMD. The Class is defined as:

All persons who paid CityMD bills up to and including December 1, 2022, for a Covid test that was conducted at a CityMD facility located in either New York or New Jersey.

THE PROPOSED SETTLEMENT BENEFITS

6. What benefits does the proposed Settlement provide?

The proposed Settlement provides for Summit to establish a fund that will pay each Class Member pro rata distributions from the Net Settlement Fund, in proportion to the amounts that Summit has refunded.

A minimum amount of \$5.00 is expected to go to any single Settlement Class member. You can get paid directly by PayPal, Venmo or to your bank account. You can select your preferred method of payment by going to www.CityMDCovidTestSettlement.com.

No Class Member will have to pay or buy anything to benefit. The Net Settlement fund is the amount of the Settlement after subtracting Plaintiff’s attorney’s fees and costs and an incentive bonus to the named Plaintiff, which are discussed in Section 11 below.

7. What happens next? When will I get my payment?

The Court will hold a final approval hearing on May 7, 2024, to decide whether to approve the Settlement. Even if the Court approves the proposed Settlement, there could be appeals from the Court’s decision. The time for an appeal varies and could take more than a year. Until the Court has ruled on whether to approve the Settlement and all appeals (if any) are resolved, this action will not be finally resolved.

If the Settlement is approved, you can choose how you wish to be paid. You can be paid directly through PayPal, Venmo or to your bank account. Or you can be paid by check. If you want to be paid through PayPal, Venmo, or directly to your bank account, you can provide that information by going to:

www.CityMDCovidTestSettlement.com. It could take at least six months for payments to be processed. Please be patient.

8. How does the proposed Settlement affect my rights?

In general terms, if the Settlement is approved, then you will be giving up the right to file a lawsuit against Summit or its related companies for certain claims under the New York GBL, New Jersey CFA, or any other similar statutes as well as any other cause of action relating to or arising from Summit's billing of cost-sharing for Covid tests. Specifically, you will be giving up the right to bring any claims related to your payment of cost-sharing for Covid tests obtained at a CityMD facility. You will be giving up all such claims whether or not you know about them.

Once the Settlement is approved, the Court's final order and judgment will apply to you even if you object to the Settlement or have any other claim, lawsuit, or proceeding pending against the Defendant. If you have any questions about the release, then you should visit www.CityMDCovidTestSettlement.com for more information or consult with a lawyer. (See Section 10 below for more information regarding your options in seeking legal advice concerning the Settlement.)

9. Can I choose not to be in the proposed Settlement?

Yes. If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues or factual allegations in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

You may opt out by submitting an "Opt Out Notice", stating that you want to be excluded from *Ana Martinez Reyes v. Summit Health Management LLC* No. 22-cv-09916, pending in the United States District Court for the Southern District of New York. Be sure to include your name and address, and personally sign the letter. You must mail your Opt-Out Notice postmarked or otherwise sent by April 8, 2024, to: *Ana Martinez Reyes v. Summit Health Management LLC*, No. 22-cv-09916 Attn: Exclusions, PO Box 23489, Jacksonville, FL 32241-3489.

If you timely submit a valid Opt Out Notice and the proposed settlement is approved, then you will preserve your ability to independently pursue, at your own expense, any individual, non-class, non-representative claims that you claim to have against Summit. No person who has opted out of the Settlement, however, may object to any part of the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The following individuals represent you and other Class Members:

- Seth R. Lesser and Jeffrey A. Klafter of Klafter Lesser LLP at Two International Drive, Suite 350, Rye Brook, NY 10573, www.klafterlesser.com, and
- Janet Walsh and Francesca Iacovangelo of LOCKS LAW FIRM PLLC at 622 Third Avenue, 7th Floor, New York, NY 10017, www.lockslaw.com.

You will not be charged for these lawyers. You may hire your own attorney, if you so choose, but you will be personally responsible for your attorney's fees and expenses.

11. How will the lawyers be paid? What will the Class Representatives receive?

Class Counsel will request that the Court award attorneys' fees and expenses for the time and effort they have spent on this case. Class Counsel will request \$8,000 to repay them for the costs and expenses they incurred in litigating this lawsuit and \$600,000 as fees for their work and effort. To the extent the Court awards these amounts, they will be subtracted from the Settlement Fund. If the Court approves an award of attorneys' fees and expenses, then Class Counsel will receive the Court-approved amounts after the Settlement is approved.

Class Counsel will also request that the Class Representative receive a service award of \$9,000, in addition to the payment that she will receive as a Class Member, for agreeing to commence this lawsuit and for her assistance in the prosecution of the case. To the extent the Court awards this amount, it will be subtracted from the Settlement Fund. If the Court approves a service award, then the Class Representative will receive that amount after the Settlement is approved.

No Class Member will owe or pay anything directly for the attorneys' fees and expenses of Class Counsel.

OBJECTING TO THE PROPOSED SETTLEMENT

12. How do I tell the Court if I do not agree with the proposed Settlement?

You can object to the proposed Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to this Settlement Agreement, you must file your objection in writing by sending it to:

Clerk of Court
United States District Court for the Southern District of New York
40 Foley Square, Room 415
New York, New York 10007

Your objection must be postmarked or otherwise sent to the Clerk on or before April 20, 2024. You must also provide a copy of your objection to the Settlement Administrator American Legal Claim Services LLC, Reyes v. Summit Health Management, PO Box 23489, Jacksonville, FL 32241-3489. The objection must include the following: (1) your full name, address and current telephone number; (2) the name and telephone number of your counsel, if you are represented by an attorney; (3) all objections and the basis for any such objections stated with specificity; (4) the identity of any witnesses you may call to testify; (5) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of all exhibits; and (6) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel. If you fail to timely file and serve a written objection, you shall not be permitted to object to the approval of the Settlement or Settlement Agreement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

You will not be permitted to object to the Settlement or the Settlement Agreement if you decide to exclude yourself as discussed in Section 9.

13. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

14. When and where will the Court decide whether to finally approve the proposed Settlement?

The Court will hold a final approval hearing to decide whether to approve the proposed Settlement. You may attend the hearing and you may ask to speak at the hearing, but you do not have to either attend or speak.

The final approval hearing will be on May 7, 2024, at 1:00 p.m., and will be held telephonically before the Hon. Vernon S. Broderick of the United States District Court for the Southern District of New York. Any Class member who wishes to appear or attend can obtain the telephone call-in information by the dedicated call center at 1-800-641-9109 or by contacting the Class Counsel identified in Section 10, above.

At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. The Court will listen to people who have asked for permission to speak at the hearing and complied with the other requirements for objections explained in Section 12.

The Court may also decide how much to award Class Counsel and the Class Representative. After the hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

The Court may change the date of the final approval hearing without further notice to the Class. You should check the website www.CityMDCovidTestSettlement.com after April 20, 2024, to check on the hearing date and the court-approval process.

15. Do I have to come to the final approval hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it is not necessary. If you want to have a lawyer appear on your behalf at the final approval hearing, then your lawyer must enter a written notice of appearance with the Court no later than April 20, 2024. If you send an objection, then you do not have to come to Court to talk about it. As long as you file your written objection with the Court on time and comply with the other requirements for a proper objection, the Court will consider it.

16. May I speak at the final approval hearing?

You or your lawyer may ask the Court for permission to speak at the final approval hearing. To do so, you must tell the Court in your objection letter that you or your lawyer would like to speak at the hearing. You must also comply with all of the requirements explained in Section 12.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

You are not required to do anything to get the benefit of the Settlement. If you do nothing, and the Court approves the Settlement, then you will be paid your Settlement share of at least \$5.00, with the final amount to be determined pro rata based on the amount you were refunded by Summit. You will also be bound by the Court's final judgment and the release of claims explained in Section 8 and the Settlement Agreement. To the fullest extent possible under applicable law, you also will have waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that you are not subject to the continuing and exclusive jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

GETTING MORE INFORMATION

18. How do I get more information?

This notice is only a summary of the proposed Settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement.

You can get a copy of the Settlement Agreement by visiting www.CityMDCovidTestSettlement.com. The website also contains answers to common questions about the proposed settlement. On the website you can also provide account information to be paid directly by PayPal, Venmo or to your bank account.

For further information, you can also contact the dedicated call center, active 24/7, at 1-800-641-9109.

You can also write or call Class Counsel at the addresses and numbers listed above.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, SUMMIT OR SUMMIT'S COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.