

billed at the Hospital's full gross charges ("Chargemaster rates"), and whose accounts were not written-off in full by the Hospital without resorting to any form of collection activity. A final settlement agreement was reached in October 2020.

The Settlement includes refunds from the Hospital to the Class, reductions of amounts owed to the Hospital, and policy changes for self-pay patients.

Specifically, this Notice is being sent to all self-pay patients who were billed at the Hospital's Chargemaster rates from April 3, 2009 to June 30, 2020. The fact that you received this Notice means that you may have been subjected to this billing practice.

The Court in charge of this case is the Supreme Court, Nassau County, and the case is known as *Krobath v. South Nassau Communities Hospital, et al.* This case is assigned to Supreme Court Justice Randy Sue Marber. The Court has preliminarily approved the Settlement and wishes to inform you of the general terms of the Settlement.

The Court will hold a hearing to consider whether the Settlement is fair, reasonable, and adequate, and to decide whether to give final approval to this Settlement. The Fairness Hearing will be held on March 9, 2021 at 11:00 a.m., before The Honorable Randy Sue Marber, J.S.C., New York State Supreme Court, Nassau County, by videoconference. If the Court approves the Settlement, the Court's judgment will be final and binding, and payments will be made after the completion of all claims processing.

You may attend this hearing if you wish, but you are not required to appear at the hearing. If you are a Class Member, you will be represented by Class Counsel at no cost to you.

I. PURPOSE OF THIS NOTICE

This Notice explains the Civil Action, the Settlement, the certification by the Court of the Settlement Class, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The interests of the Settlement Class have been represented in the Civil Action by Giskan, Solotaroff & Anderson LLP ("Class Counsel"). If you have questions regarding this Notice or your rights in this Settlement, you may contact the Hospital at (516) 632-3000, or visit www.southnassau.org/sn/settlement-notice. *You may also contact the attorneys for the Class listed in Section VII below.* If you want to be represented by your own lawyer (other than Class Counsel), you may hire one at your own expense.

II. LITIGATION BACKGROUND

On April 2, 2015, the Class Representative filed a Class Action Complaint against South Nassau Communities Hospital in New York State Supreme Court, Nassau County, on behalf of himself and a class of individuals who claimed to have been improperly billed by the Hospital.

In order to secure certain, prompt and extensive relief for the Settlement Class and to avoid the risk of future litigation, trial and appeals, the Parties engaged in settlement negotiations for the Class from

January through October 2020. In August 2020, the Parties reached an agreement providing for the settlement of the class action and executed a Settlement Agreement (the “Agreement” or “Settlement Agreement”) on October 16, 2020. Class Counsel believes that the Settlement is fair, reasonable and adequate and that it serves the best interests of the Settlement Class based on all the facts and circumstances.

III. CLASS DEFINITION

The following people are members of the Settlement Class. You are a member of the Settlement Class if you fit this definition:

All individuals who were billed at South Nassau Communities Hospital’s full Chargemaster Rates for emergency screening, stabilization, or treatment services at one of South Nassau Communities Hospital’s emergency care facilities in New York State, and who did not have their payments made by an insurer or government health care program, from August April 3, 2009 to June 30, 2020.

Excluded from this certified class are (1) those patients “who did not tender payment against their accounts and whose balances have been charged off in full without being subject to any present or future collection activity”; and (2) the Hospital, and its officers, directors, legal representatives, heirs, successors, or assigns, and any judicial officer assigned to this matter and his/her immediate family.

You have received this Notice because the Hospital’s records reflect that you were billed by the Hospital at Chargemaster rates during the Class Period and you may be a Settlement Class Member.

IV. DISCUSSION OF SETTLEMENT TERMS

Under the terms of the Settlement, the Hospital has agreed to provide the following benefits to Settlement Class Members:

The Hospital shall refund to all Class Members any amounts that they paid to the Hospital for emergency medical treatment or services during the class period that was in excess of 37.5% of the Hospital’s Chargemaster Rates. *Any Class Member who properly opts-out of this settlement shall not be entitled to this relief.*

The Hospital shall write-down the current pending accounts receivables of all Self-Pay Patients who received emergency medical treatment at the Hospital to the rates at which Empire Blue Cross Blue Shield reimburses the Hospital for these services provided to its members. The Hospital estimates that the amount of this write down is approximately \$19.5 million.

The Hospital shall notify all Class Members whose accounts have been written down as to the amount, if any, that is now owed to the Hospital for the emergency services rendered.

The Hospital shall use commercially reasonable efforts to correct any negative credit reporting for any Class Members who were reported to any credit agency.

The Hospital shall revise its Financial Agreement with its emergency room patients to more clearly set forth its charges and will apply an automatic discount to Self Pay patients going forward.

The Hospital will pay attorneys' fees and expenses awarded by the Court as set forth in Section VII below.

Class Counsel will also apply for a service payment of \$7,500 (seven thousand five hundred dollars) for the Class Representative to compensate him for the time and effort he devoted to representing the Class in this case. The Class Representative had a meaningful role in the litigation, including providing deposition testimony.

V. RELEASE OF CLAIMS

If the Court grants final approval of the Settlement, then all Class Members who do not opt out will fully, finally, and forever release all claims covered by the Settlement Agreement against South Nassau Communities Hospital, its agents and employees, through June 30, 2020. When claims are "released" it means that a person granting the release cannot sue the Hospital or its agents/employees for the same claims that are covered by this lawsuit as set forth below and in the Settlement Agreement.

What this means for you is that you will not be able to bring a lawsuit for anything related to the Hospital billing you at Chargemaster rates before June 30, 2020. More specifically, you will be releasing any and all claims including, but not limited to, claims under New York State Law, and any other applicable federal, state, or local statutes, common law, or regulation. This is true whether or not you are aware of those claims now.

This Release does not affect your rights to any claims that might arise after June 30, 2020.

VI. THE SETTLEMENT PROCESS, FINAL FAIRNESS HEARING, AND YOUR RIGHTS

In order to decide whether to approve the Settlement, Justice Randy Sue Marber will consider related papers and comments submitted by the Parties or others and will hold a hearing by videoconference. **This Fairness Hearing will be held on March 9, 2021 at 11:00 a.m., at:**

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_NTc4NTOzNzOtOGRIMi00ZjU3LWI2MDYtODE2ODk2NDI4YjNk%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25223456fe92-cbd1-406d-b5a3-5364bec0a833%2522%252c%2522Oid%2522%253a%25223e541aad-ae5b-4fc5-8a84-832bf14f83cc%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=5593596e-82a1-47ad-be80-4fd5528a9192&directDI=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

You do not need to appear at the hearing. However, you may attend and you may also enter an appearance in the case through your own attorney, if you so desire. This appearance must be filed with the Clerk's Office and served on Class Counsel no later than February 6, 2021.

Objecting to the Settlement

Any Class Member may object to this Settlement Agreement. Any Class Member who wishes to assert such an objection (an “Objector”) must send by first class mail and postmarked not later than February 6, 2021, a written statement of objections to:

Oren Giskan
Giskan Solotaroff & Anderson LLP
90 Broad Street, 10th Floor
New York, NY 10004

Roy Breitenbach
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021

. That statement must:

- (i) state the full name and address and telephone number of the Objector,
- (ii) provide information sufficient to establish that the Objector is a member of the Settlement Class,
- (iii) state the full name, address and telephone number of any counsel representing the Objector in connection with the objections,
- (iv) describe all objections of the Objector and the specific reasons therefor (including legal support that the Objector wishes to bring to the Court’s attention), and
- (v) attach any affidavits or other evidence relied upon in support of the objection.

Prior to the Final Approval Hearing, Class Counsel shall e-file with the Court all written statements of objection received.

Opting Out of the Settlement

A Class Member may opt out of the certain provisions of this Settlement Agreement. Any Class Member who wishes to opt out (an “Opt-Out Member”) must send by first class mail and postmarked not later than February 6, 2021, an opt-out form (which is attached to this Notice) to:

Oren Giskan
Giskan Solotaroff & Anderson LLP
90 Broad Street, 10th Floor
New York, NY 10004

Roy Breitenbach
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021

The opt-out form must:

- (i) state the full name and address and telephone number of the Opt-Out Member,
- (ii) provide information sufficient to establish that the Opt-Out Member is a member of the Settlement Class, and
- (iii) state the full name and address and telephone number of any counsel representing the Opt-Out Member in connection with the opt-out.

If you do not provide written notice of your intention to opt-out of the class (*i.e.* to be excluded from the class), you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit involving the claims asserted in this Action.

Please do not send any comments directly to, or attempt to reach, Justice Marber in person.

VII. THE LAWYERS REPRESENTING THE CLASS

As a Settlement Class Member, you are represented in this Civil Action by Class Counsel, as follows:

Oren Giskan
Giskan Solotaroff & Anderson LLP
90 Broad Street, 10th Floor
New York, NY 10004
(212) 847-8315
ogiskan@gslawny.com
www.gslawny.com

Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with implementation of the Settlement throughout the remainder of the Settlement at no cost to you.

A. How Will The Lawyers Be Paid?

As is routine in class actions, Class Counsel will file a motion seeking court approval for an award of attorneys' fees, and costs and expenses. For more than five years, Class Counsel has litigated this case which involved extensive discovery including reviewing thousands of documents and conducting depositions of Hospital staff and executives. Class Counsel has litigated this case on behalf of the Settlement Class without receiving any compensation for their services or reimbursement of their out-of-pocket litigation expenses and has undertaken significant risks in pursuing this matter. In addition to compensation and reimbursement for the work already performed thus far, all fees and expenses will include all future work Class Counsel will do associated with the finalization of the Settlement Agreement, overseeing the administration process, and ensuring the implementation of the non-monetary relief.

In connection with the Settlement, Class Counsel will submit a request for \$475,000 for attorneys' fees and expenses plus the amount of any uncashed refund checks. The Hospital will pay any fees awarded by the Court separate and apart from the cash payments to Class Members.

If you are a Class Member and receive payment from the Class Fund, you will not owe any fees or expenses to the lawyers who have represented you as a part of the Settlement Class. Whatever the Court awards to Class Counsel in fees and expenses will be paid only if and after the Settlement has been finally approved by the Court.

VIII. GETTING MORE INFORMATION

If you have further questions or are still not sure whether you are included, you can get free help by contacting the Hospital or Class Counsel at the contact information listed above.

This Notice contains only an overview of the Settlement and related matters. For a more detailed statement of the matters involved in the Settlement of this Civil Action, the pleadings and other records in this litigation may be examined and copied at any time during regular office hours at the

Office of the Clerk, Nassau County Supreme Court, 100 Supreme Court Drive, Mineola, New York 11501.

SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, THIS CIVIL ACTION, THE SETTLEMENT OR THE FAIRNESS HEARING, YOU SHOULD DIRECT THEM TO CLASS COUNSEL AT THE TELEPHONE NUMBER SET FORTH ABOVE. PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE HONORABLE RANDY SUE MARBER.

Dated: December 23, 2020

BY ORDER OF THE COURT
NEW YORK STATE SUPREME COURT
NASSAU COUNTY