

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUITS

ATTENTION: ALL PERSONS WITH A QUALIFIED DISABILITY: This is a court-authorized notice. If you have attended or have been scheduled to attend an Independent Medical Examination (“IME”) scheduled by Medical Management Group of New York (“MMG”) or believe that you may be scheduled for an IME by MMG in the future and you are a person with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12180 *et seq.* (“ADA”); New York State Human Rights Law, N.Y. Exec. Law § 296 *et seq.* (“NYSHRL”); and/or New York City Human Rights Law, N.Y.C. Admin Code § 8-107 *et seq.* (“NYCHRL”), you may be a member of the Plaintiff Class affected by the settlement of these lawsuits.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THESE CASES.

NOTICE OF CLASS ACTION

The purpose of this notice is to inform you of a proposed settlement in a lawsuit brought on behalf of persons with disabilities against MMG. This class action settlement (“Settlement Agreement” or “Agreement”), which must be approved by the United States District Court for the Southern District of New York, was reached in: *Donna Frawley v. Medical Management Group of New York, Inc.*, 21-cv-8894 (JHR) (SLC) (“the Action”).

BACKGROUND INFORMATION

Plaintiff Donna Frawley (“Frawley” or “plaintiff”) filed this Action on October 29, 2021 alleging that MMG routinely schedules people with disabilities for IMEs in doctors’ offices that are not accessible to them; schedules people with disabilities for IMEs in doctors’ offices that have policies and procedures systematically denying accommodations to people with disabilities; and, in scheduling IMEs, ignores known disabilities and requests for accommodation from people with disability. Frawley alleged in this Action that defendant’s conduct violated the ADA, the NYSHRL, and the NYCHRL. Frawley brought the Action as a putative class Action on behalf of all people with disabilities who require reasonable accommodation, including for MMG to modify its policies and procedures to schedule their IMEs with a doctor that can provide the physical accessibility and/or reasonable accommodations in doctors’ office policies and procedures in order to have equal and safe access to the office’s medical services, who have been or reasonably fear they will be subject to MMG’s discriminatory scheduling of IMEs at physically inaccessible facilities, discriminatory lack of policies and procedures to accommodate disabilities that are known or reasonably should be known, and discriminatory failure to respond to requests for reasonable accommodations. Frawley sought to serve as class representative, and her attorney Maia Goodell (“Goodell”), of the law firm Vladeck, Raskin & Clark P.C. (“the Vladeck Firm”) sought to be appointed class counsel. On March 14, 2023, pursuant to the Parties’ stipulation, the Court so ordered the Parties’ stipulation certifying the putative class and identifying Frawley as the Class Representative and the Vladeck Firm as Class Counsel.

Frawley and MMG have reached an agreement to settle the lawsuit. That settlement must be approved by the Court before it can be finalized. The details of the settlement, summarized below, are contained in the Settlement Agreement.

THE PLAINTIFF CLASS, CLASS REPRESENTATIVES & CLASS COUNSEL

In a class action, one or more people or organizations, called Class Representatives, sue on behalf of people who have similar legal claims. One court resolves the issues for all Class Members upon approval of the Agreement.

For purposes of this settlement, the Plaintiff Class includes all people with disabilities who require reasonable accommodation, including for MMG to modify its policies and procedures to schedule their IMEs with a doctor that can provide the physical accessibility and/or reasonable accommodations in doctors' office policies and procedures in order to have equal and safe access to the office's medical services, who have been or reasonably fear they will be subject to MMG's discriminatory scheduling of IMEs at physically inaccessible facilities, discriminatory lack of policies and procedures to accommodate disabilities that are known or reasonably should be known, and discriminatory failure to respond to requests for reasonable accommodations. who have attended or have been noticed to attend an IME scheduled by MMG or may be scheduled for an IME by MMG in the future.

Frawley is the Class Representative and the Vladeck Firm serves as Class Counsel.

SUMMARY OF THE AGREEMENT

The Agreement commits MMG to engage in widespread, ongoing improvements to its policies and practices to ensure accessibility of the IMEs it schedules. Specifically, the Agreement requires MMG to:

- Revise all Independent Medical Examination ("IME") Notices to clients to include language notifying clients of their right to request accommodations or make complaints about disability access violations, and how to do so;
- Hire and pay a mutually agreed third party ("Expert") to provide:
 - Consultation on IME notice language;
 - Employee training on disability law compliance;
 - A checklist consisting of no more than seven (7) questions (subject to review and approval of the Parties) for all doctors with whom MMG may schedule IMEs to self-certify basic architectural accessibility and doctors' office policy compliance ("Checklist").
 - Review and approval of any new MMG office procedures for accommodation requests, complaints, and interactive process and/or cooperative dialogue, and;
 - On-site surveys of doctors' offices that the Expert determines require additional verification of disability law compliance after review of the completed Checklist ("Survey").

- Designate a specific point person in the office with responsibility for disability law compliance, who will receive additional training from the Expert in disability law compliance
- Cease scheduling IMEs with doctors who, after notice and one-month opportunity to cure:
 - Fail to return the Checklist,
 - Refuse to permit a Survey, or,
 - Are in substantial noncompliance with disability law in the Expert's sole determination based on the outcome of an Expert Survey
- Provide to plaintiff annual reports including the following information:
 - The number of IMEs noticed and completed;
 - The content and resolution of all (1) accommodation requests; and (2) client complaints; and,
 - Names of doctors removed from the network for noncompliance.

RELEASE

The Agreement resolves and releases MMG, along with any present, former, and future parents, subsidiaries, affiliates, members, successors, and assigns, as well as all present, former, and future owners, officers, directors, trustees, managers, employees, attorneys, agents, and representatives of MMG, and any heirs, attorneys, agents, insurers, or representatives of the foregoing, from any and all claims, actions, proceedings, suits, accounts, contracts, controversies, agreements, promises, judgments, rights, sanctions and demands, and causes of action for claims that were or could have been asserted in the Litigation and that seek prospective injunctive relief related to MMG's policies and practices with respect to disability accommodations. The Agreement does not provide for any monetary relief to the Plaintiff Class, and does not release any claims for money damages that Plaintiff Class members may have.

REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES

Plaintiff and MMG have agreed that MMG will pay Eighty Thousand Dollars (\$80,000.00) to the Vladeck Firm for attorneys' fees, costs and expenses, pending a Court order finding that plaintiff's requested fees are fair, reasonable and consistent with prevailing marketplace standards.

FAIRNESS OF SETTLEMENT AGREEMENT

The Class Representative and Class Counsel have concluded that the terms and conditions of the proposed Agreement are fair, reasonable, adequate, and in the best interests of the Plaintiff Class. In reaching this conclusion, the Class Representatives and Class Counsel have considered the benefits of the settlement, the possible outcomes of continued litigation of these issues, the expense and length of continued litigation, and actual and possible appeals.

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

The Court has preliminarily approved the settlement, and has scheduled a hearing before Magistrate Judge Sarah L. Cave. The purpose of the hearing is to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although Plaintiff

Class Members are not required to attend the hearing, they have the right to attend and be heard there. In the course of the hearing, the Court will consider any objections to the settlement and listen to people who have asked to speak. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider how much to award Class Counsel as reasonable attorneys' fees, costs and litigation expenses. It is unknown long this decision will take.

The hearing is scheduled for July 6, 2023, at 10:00 a.m. and will take place in person in Courtroom 18A, 500 Pearl Street, New York, New York. You may also check the public court records on file in this action at <https://www.pacer.gov/> for any updates.

OBJECTIONS TO THE SETTLEMENT AGREEMENT

Any Plaintiff Class member may object to the terms of the proposed settlement described above by submitting a written or oral objection to Class Counsel by June 22, 2023, via regular or electronic mail, or by leaving a message with their objection via telephone. If you submit an objection, you may appear at the Final Approval Hearing to have your objection heard by the Court, however you do not have to come to the Final Approval Hearing to talk about it. If you plan on speaking at the Final Approval Hearing, please indicate that you plan to do so in your objection. If you do not submit an objection prior to the deadline, you may not be provided an opportunity to speak to the District Court about your objection at the Final Approval Hearing.

If you submit an objection, it should include the following information: (a) your name, address, and, if available, your telephone number and e-mail address; (b) if you are being represented by counsel, the name, address, telephone number and e-mail address of your attorney; (c) a statement of your objections; and (d) a statement of whether you are a member of the Plaintiff Class.

Please note that the Court can only approve or deny the Settlement Agreement, not change the terms of the Settlement Agreement based on objections or comments received. All email objections must be sent to the following email addresses: mgoodell@vladeck.com, ebass@vladeck.com. All oral objections must be made by leaving a message at the following number: 212-403-7300. All regular mail objections must be sent to the following address:

Maia Goodell, Esq.
Emily Bass, Esq.
Vladeck, Raskin & Clark P.C.
565 5th Avenue, 9th Fl.
New York, NY 10017
(tel): 212-403-7300

Any Class Member who does not object by June 22, 2023, will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT APPEAR OR FILE ANYTHING IN WRITING.

BINDING EFFECT

The proposed Agreement, if given final approval by the Court, will bind all members of the Plaintiff Class. This will bar any person who is a member of the Plaintiff Class from prosecuting or maintaining any claim or action released under the terms of the Agreement.

FURTHER INFORMATION

The terms of the settlement are only summarized in this notice. For the precise and full terms and conditions of the settlement, please see the Settlement Agreement available on the Court docket on this case through the Court's Public Access to Electronic Records (PACER) system at <https://ecfcand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays. You can also obtain more detailed information about the settlement or a copy of the Agreement, or obtain a copy of this Notice in an alternative accessible format from Class Counsel at either of the following addresses or telephone numbers:

Maia Goodell, Esq.
Emily Bass, Esq.
Vladeck, Raskin & Clark P.C.
565 5th Avenue, 9th Fl.
New York, NY 10017
(tel): 212-403-7300

Please do not direct questions to the District Court.