

**IN THE UNITED STATES DISTRICT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE WHEATON FRANCISCAN  
FRANCISCAN ERISA LITIGATION

Case No. 16-cv-04232

Honorable Gary Feinerman

**DECLARATION OF JULIE GOLDSMITH REISER IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF  
SETTLEMENT AGREEMENT**

I, Julie Goldsmith Reiser, declare under penalty of perjury under the laws of the United States of America:

1. I am a Partner with the law firm of Cohen Milstein Sellers & Toll PLLC (“Cohen Milstein”) and a member in good standing of the bar of the District of Columbia. I represent Plaintiffs<sup>1</sup> and the proposed Settlement Class in the above-captioned action. I have personal knowledge of the facts set forth below and, if called as witness, I could and would testify competently thereto.

2. On January 4, 2017, this Court stayed the above-captioned case pending the Supreme Court’s resolution of *Advocate Health Care Network v. Stapleton*, 137 S. Ct. 1652 (2017), concerning an issue that was also raised in this case.

3. During this stay, the parties began engaging in settlement negotiations, and attended an initial in-person mediation session on February 9, 2017.

4. The Settlement negotiations were extensive and took place over the course of several months. These negotiations were overseen by a third-party JAMS mediator, Robert A.

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<sup>1</sup> Capitalized terms not otherwise defined in this Declaration shall have the same meaning ascribed to them in the Class Action Settlement Agreement. A copy of the Settlement Agreement is attached as Exhibit 1 to Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement Agreement (“Preliminary Approval Motion”).

Meyer, Esq. Mr. Meyer has substantial experience mediating cases involving ERISA and retirement plan issues, including cases involving the church plan exemption.

5. The settlement negotiations included two in-person mediation sessions in Los Angeles, California, as well as numerous calls and meetings. Both Class Counsel and Defendants' Counsel provided the mediator with their respective confidential mediation statements and also exchanged multiple proposals and counter-proposals with each other concerning potential settlement terms. The mediator was in constant contact with the parties both orally and in writing.

6. Although the matter was not resolved at the February 9, 2017 mediation, the parties made progress and agreed to continue pursuing a settlement agreement. During the stay, the parties remained actively engaged in settlement negotiations and organized a second in-person meeting with Mr. Meyer.

7. During the course of the parties' negotiations, Class Counsel worked with the Named Plaintiffs to investigate the facts, circumstances, and legal issues associated with the allegations and defenses in the action. This investigation included, *inter alia*: (a) inspecting, reviewing, and analyzing documents produced by or otherwise relating to Defendants, the Plan, and the administration and funding of the Plan; (b) researching the applicable law with respect to the claims asserted in this case and the possible defenses thereto; and (c) researching and analyzing governmental and other publicly-available sources concerning Defendants, the Plan, and the industry.

8. Throughout the course of the litigation and during parties' negotiations, the Named Plaintiffs collected and produced documents, reviewed and approved the Complaint and other major filings, maintained regular contact with Class Counsel, stayed abreast of settlement

negotiations, and advised on the settlement of this litigation.

9. On June 5, 2017, the Supreme Court issued its opinion in *Advocate Health Care*, holding that pension plans need not be established by churches in order to qualify as ERISA-exempt church plans, if they otherwise meet the requirements to be church plans.

10. On June 22, 2017, the Court granted the parties' request to postpone an upcoming status conference so that the parties could attend a second mediation session on June 27, 2017.

11. Following this second mediation session, with Mr. Meyer's assistance and after considering all relevant factors, the parties reached an agreement in principle to settle the case. On August 11, 2017, the parties signed a Term Sheet containing the preliminary terms resolving this matter.

12. The Settlement Agreement now before the Court, Exhibit 1 to Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement Agreement, is a comprehensive agreement based on the Term Sheet. It was executed by all parties on September 1, 2017. The Settlement is the result of lengthy arm's-length negotiations between the parties. The process was thorough, adversarial, and professional.

13. The two law firms appointed as Interim Co-Lead Class Counsel and representing the Plaintiffs and proposed Settlement Class in this case—Cohen Milstein and Keller Rohrback, L.L.P (“Keller Rohrback”)—are well-versed in class action litigation, are among the leading litigators of ERISA actions on behalf of plaintiffs, possess specific and extensive experience litigating the ERISA “church plan” exemption, and have in-depth knowledge of the unique legal and factual issues in this case.

14. Cohen Milstein and Keller Rohrback have been litigating church plan cases since 2010. See *Thorkelson v. Publ'g House of the Evangelical Lutheran Church in Am.*, No. 10-1712

(D. Minn. filed Apr. 21, 2010).

15. Cohen Milstein and Keller Rohrback served as co-lead counsel in *Advocate Health Care Network v. Stapleton*, the Supreme Court case mentioned in paragraph 2 above.

16. In addition to *Advocate Health Care*, Cohen Milstein and Keller Rohrback serve, or have served, as co-counsel in roughly 20 cases pending across the country involving claims by other hospital systems that their plans qualify as “church plans.”

17. A true and correct copy of the firm resume detailing the experience of Cohen Milstein in ERISA cases and church plan cases is attached hereto as Exhibit A.

18. A true and correct copy of the firm resume detailing the experience of Keller Rohrback in ERISA cases and church plan cases is attached hereto as Exhibit B.

19. Based on their experience, and the facts of this case, and the Supreme Court’s ruling in *Advocate Health Care*, Class Counsel have concluded that the Settlement is fair, reasonable, and adequate.

20. A draft of the [Proposed] Order and Final Judgment for this case is attached to the Memorandum in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of the Settlement Agreement as Exhibit 4.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 1st day of September, 2017, in Washington, D.C.

By: s/ Julie Goldsmith Reiser  
Julie Goldsmith Reiser

*Attorney for Plaintiffs*

**CERTIFICATE OF SERVICE**

I certify that on September 1, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

s/ Julia Horwitz