

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

IN RE WHEATON FRANCISCAN
ERISA LITIGATION

Case No. 16-cv-04232

Honorable Gary Feinerman

DECLARATION OF JOSE C. FRAGA

I, JOSE C. FRAGA, hereby declare and state as follows:

1. I am a Senior Director, Operations of Garden City Group, LLC (“GCG”). My business address is 1985 Marcus Avenue, Suite 200, Lake Success, NY 11042. My telephone number is 631-470-1832. I am over twenty-one years of age and authorized to make this affidavit of behalf of GCG and myself.

2. At the request of Counsel for the Plaintiffs and Defendants, I submit this Declaration in connection with the class action settlement administration for *In re: Wheaton ERISA Litig.*, No. 1:16-cv-04232, pending in the United District Court for the Northern District of Illinois, Eastern Division.

3. The following statements are based on my personal knowledge and information provided by other experienced GCG employees working under my supervision. If called upon to do so, I could and would be competent to testify thereto.

4. Pursuant to this Court’s September 13, 2017 Order Preliminarily Approving the Settlement (“Preliminary Approval Order”), GCG was retained by Defendants to cause a copy of the Class Notice to be mailed to all Class Members in accordance with the Class Action

Settlement Agreement dated September 1, 2017 (the “Agreement”).¹ Attached hereto as Exhibit A is a copy of the Class Notice.

CLASS DATA TRANSFER

5. On September 27, 2017, Defendants’ Counsel provided GCG with electronic files containing the names and last known addresses of plan participants and beneficiaries reasonably believed to be Class Members (the “Class Member Files”). GCG loaded the Class Member Files into a database created specifically for this settlement (the “Settlement Database”). GCG assigned unique identifiers to all records to maintain the ability to track them throughout the Settlement administration process.

6. After analyzing the data, GCG determined that there were 27,967 Class Member records contained in the Class Member Files. Of the 27,967 Class Member records, 4 records were excluded as duplicates, 8 records were excluded as the individuals were not class members, and 6 records were excluded because after diligent efforts, a mailing address could not be obtained.

7. Prior to mailing the Class Notice to Class Members, GCG ran the remaining 27,949 mailing addresses in the Class Member Files through the U.S. Postal Service National Change of Address (“NCOA”) database² in an attempt to obtain an updated address for each Class Member. Any new addresses obtained through this process were updated in the Settlement Database. A total of 3,010 Class Member records were updated with a new address prior to the initial mailing.

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Agreement.

² The NCOA database is an official U.S. Postal Service (“USPS”) technology product, which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mailstream. This product is an effective tool to update address changes when a person has completed a change of address form with the Post Office. The U.S. Postal Service maintains address information on the database for 48 months.

MAILING OF THE CLASS NOTICE

8. Pursuant to the Order, on October 13, 2017, GCG mailed 27,949 Class Notices by first-class mail, postage prepaid to the addresses included in the Class Member Files.

9. On November 9, 2017 Defendants' Counsel provided GCG with electronic files containing the names and last known addresses for an additional 364 plan participants reasonably believed to be Class Members (the "Supplemental Class Member Files"). GCG loaded the Supplemental Class Member Files into the Settlement Database and assigned unique identifiers to all records. Before mailing, GCG ran the 364 names and addresses through the NCOA database. A total of 16 records were updated with a new address.

10. On November 10, 2017, GCG mailed 364 Class Notices by first-class mail, postage prepaid to the names and addresses included in the Supplemental Class Member Files.

11. As of November 22, 2017, a total of 50 Class Notices were returned to GCG with forwarding address information. Class Notices returned by the U.S. Postal Service with forwarding address information were promptly re-mailed to the updated addresses provided.

12. As of November 22, 2017, a total of 1,419 Class Notices have been returned to GCG by the U.S. Postal Service without forwarding address information. GCG performed an advanced address search consistent with industry standards to obtain address updates for any Class Notices returned as undeliverable without forwarding information. GCG was able to update address information and re-mail Class Notices to 77 Class Members.

13. As of November 22, 2017, GCG has mailed 28,440 Class Notices to Class Members. This includes 127 Class Notices that were re-mailed upon receipt of an updated address by the U.S. Postal Service or through an advanced address search.

SETTLEMENT TOLL-FREE NUMBER

14. On October 13, 2017, GCG launched a toll-free telephone number (1-866-680-8732), with an Interactive Voice Response (“IVR”) system to accommodate inquiries regarding the Settlement. Through the IVR system, callers are provided the settlement website address. In addition callers are provided the name, address phone number, and email address for Class Counsel should they have further questions.

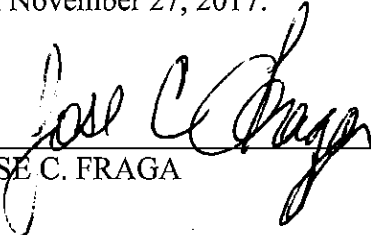
15. As of November 22, 2017 the toll-free number has received 89 calls.

CLASS MEMBER OBJECTIONS

16. Class Members had the opportunity to object to the Settlement by filing a written notice of intent to object as outlined in the Class Notice. The written notice of intent to object had to be filed with the Court, and mailed or faxed to Class Counsel and Defendants’ Counsel no later than December 19, 2017. To date, GCG has received no objections.

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

Executed in Lake Success, New York on November 27, 2017.



JOSE C. FRAGA

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS

IN RE WHEATON FRANCISCAN
ERISA LITIGATION

Case No. 16-cv-04232

Honorable Gary Feinerman

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, FINAL APPROVAL HEARING, AND MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

This notice ("Notice") advises you of a proposed settlement (the "Settlement") of a class action lawsuit brought by Plaintiffs Bruce Bowen, Cheryl Mueller, and Diann Curtis (the "Named Plaintiffs") on behalf of themselves, the Wheaton Franciscan System Retirement Plan ("Plan"), and as representatives of the Settlement Class against Defendants (defined below). Plaintiffs allege that the non-profit healthcare system Wheaton Franciscan Services, Inc. ("Wheaton") and Ascension Health, the company that acquired Wheaton's healthcare subsidiaries in Southeast Wisconsin and became the "sponsor" of the Plan in March 2016, breached their fiduciary duties and violated the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with respect to the Plan. You are receiving this Notice because you may be a participant, or a beneficiary of a participant, in the Plan.

**PLEASE READ THIS NOTICE CAREFULLY.
A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION.
YOU HAVE NOT BEEN SUED.**

As described in more detail below, this Settlement is made in compromise of claims made by Plaintiffs, for themselves and on behalf of all others similarly situated, against Defendants in the litigation (the "Action"). Plaintiffs claim that the Plan was improperly operated by Wheaton as a "church plan" exempt from the requirements imposed by ERISA. Plaintiffs claim that, among other violations, Wheaton and Ascension Health underfunded the Plan by over \$134.5 million; impermissibly required participants to complete five years of service before participants became fully vested in their accrued benefits; failed to furnish Plaintiffs or any member of the class with a Pension Benefit Statement, Summary Annual Reports, Notification of Failure to Meet Minimum Funding, or Funding Notices; caused the Plan to award benefits to employees in later years of service at a rate disproportionately higher than the rate for employees in earlier years of service, in violation of ERISA's anti-backloading requirements; decreased accrued benefits by amendment of the Plan in violation of ERISA's anti-cutback provisions; and failed to notify participants of a significant reduction in the rates of future benefit accruals from 2009 onward. Defendants deny all of these claims.

Named Plaintiffs, on behalf of themselves and the Class, have agreed to settle all Released Claims (as defined in the Settlement Agreement) against Defendants and other Released Parties (as defined in the Settlement Agreement) in exchange for, among other terms, a guarantee that, for as long as the Plan is sponsored by any of the Released Parties, Ascension Health will guarantee the payment of the first \$29,500,000 (twenty-nine million, five hundred thousand dollars) of benefits that are distributable from the Plan to Settlement Class Members in the event trust assets attributable to the Plan become insufficient to pay such benefits. The Settlement also provides that Ascension Health may buy out this guarantee obligation by making an aggregate total of \$25,000,000 (twenty-five million dollars) in contributions to the Plan's trust. Because the Plan is a defined benefit pension plan and not a defined contribution plan with individual accounts, like a 403(b) plan or 401(k) plan, ***the cash amount, if any, will be contributed to the Plan as a whole, rather than to individual Plan participants and beneficiaries. Your pension benefit will not increase as a result of the Settlement.*** Additionally, the Settlement provides significant non-monetary equitable consideration, in that current participants in the Plan will receive certain ERISA-like financial and administrative protections for the next seven and one-half years.

This Settlement applies to all persons who, as of July 31, 2017, are former and/or current Plan participants, whether vested or non-vested, and their beneficiaries.

The Court in charge of the case still has to decide whether to approve the Settlement. The payments and other settlement terms described above will be made only if the Court approves the Settlement and that approval is upheld if there are any appeals. This process is explained in greater detail below.

Your legal rights are affected if you are a member of the Settlement Class whether or not you act. "Settlement Class" means: All persons who, as of July 31, 2017, are former and/or current Plan participants, whether vested or non-vested, and their beneficiaries.

Identification of Key Terms: This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Class Action Settlement Agreement (the "Settlement Agreement"). The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, are available at www.cohenmilstein.com/wheaton-settlement and www.kellersettlements.com.

Reasons for the Settlement: The Settlement resolves all claims in the Action against Defendants regarding the Plan. The Parties agree that the Settlement is not, and should not be construed as, an admission of any fault, liability or wrongdoing whatsoever by any of the Defendants, who continue to deny any and all of the allegations of the Complaint. The Named Plaintiffs and Class

Counsel (identified below) believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. The Named Plaintiffs and Class Counsel believe that the Settlement provides greater protection for the benefits to be paid to all Settlement Class members under the Plan as compared to the risks, costs and delays of proceeding with this litigation against Defendants.

Identification of Claims Administrator and Class Counsel: Any initial questions regarding the Settlement should be directed to Garden City Group at (866) 680-8732.

Class Counsel is available also to respond to questions. Please contact: Julie Goldsmith Reiser or Julia Horwitz, Cohen Milstein Sellers & Toll, PLLC, 1100 New York Avenue, N.W., Suite 500, West Tower, Washington, D.C. 20005. Class Counsel has established a toll-free number, 1-888-238-2105, if you have questions or comments. Class Counsel may also be contacted via e-mail at WheatonFranciscanSettlement@cohenmilstein.com. Please do not contact the Court. The Court personnel will not be able to answer your questions.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

ACTIONS YOU MAY TAKE IN THE SETTLEMENT	
NO ACTION IS NECESSARY.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you do not need to do anything.
YOU CAN OBJECT NO LATER THAN DECEMBER 19, 2017 . WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT BY THIS DATE.	If you wish to object to any part of the Settlement, you can write to the Court and explain why you do not like the Settlement.
YOU CAN GO TO THE HEARING ON JANUARY 16, 2018 AT 9:15 A.M. CST BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN DECEMBER 26, 2017 .	If you have submitted a written objection to the Court, you can ask to speak in Court about the fairness of the Settlement. You may enter your appearance in Court through an attorney if you so desire.

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This litigation (the "Action") was filed in federal district court in Illinois against Wheaton, Ascension Health, and the various other defendants named in the complaint (collectively, the "Defendants"). The Named Plaintiffs and Defendants collectively are referred to herein as the "Parties."

A copy of the Complaint and other documents relevant to this Settlement, including the comprehensive Settlement Agreement, are available at www.cohenmilstein.com/wheaton-settlement and www.keller settlements.com.

SUMMARY OF SETTLEMENT

The Settlement provides for a guarantee that, as long as the Plan is sponsored by any of the Released Parties, as defined in the Settlement Agreement, Ascension Health will guarantee the payment of the first \$29,500,000 (twenty-nine million, five hundred thousand dollars) of benefits that are distributable from the Plan to Settlement Class Members in the event trust assets attributable to the Plan become insufficient to pay such benefits. The Settlement also provides that Ascension Health may buy out this guarantee obligation by making an aggregate total of \$25,000,000 (twenty-five million dollars) in contributions to the Plan's trust.

Additionally, the Settlement provides significant non-monetary equitable consideration, in that current participants in the Plan will receive certain ERISA-like reporting, disclosure, and administrative protections. Notably, Plan participants will receive notice on an annual basis about the funding status of the Plan and the retirement benefits that they have accrued. This annual notice will include, among other information, a summary of the Plan's funding arrangements, a summary of the Plan's expenses, a statement of the Plan's liabilities and assets, information about the increase or decrease in net plan assets for the year, and summary information about the Plan's total income.

Attorneys' Fees and Expenses: Court-appointed Class Counsel will file a motion for an award of attorneys' fees, expenses, and incentive awards for Named Plaintiffs that will be considered by the Court at the Final Approval Hearing. Class Counsel will apply for a total award not exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) (the "Maximum Total Fee"). Any such award will be at the sole discretion of the Court. Any Court-awarded fees, expenses, and incentive awards will be paid by Ascension Health, and will be paid **in addition to** the guarantee and other provisions of the Settlement.

This Settlement represents the best possible monetary result that could be achieved for the Class in light of the significant risks Plaintiffs faced in the Action. As with any litigation, the Parties would face an uncertain outcome if the case were to continue. Continued litigation of this case against the Defendants may result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all. Throughout the litigation, Plaintiffs and Defendants have disagreed on both liability and damages. Defendants, among other things, maintain that the Plan has been and continues to be properly administered as a Church Plan under the Plan's terms and as defined in ERISA § 3(33), and is exempt from coverage under ERISA. Defendants deny any and all liability to the Plaintiff, members of the Settlement Class and the Plan, deny any and all allegations of wrongdoing, and believe they will prevail in this case if it is litigated to conclusion.

Named Plaintiffs and Class Counsel, among other things, (1) have conducted an extensive investigation into the facts, circumstances, and legal issues associated with the allegations made in the Action; (2) believe, based on the risks of the litigation, the time necessary to achieve a complete resolution through litigation, the complexity of the claims set forth in the Complaint, and the benefits accruing to the Plan participants and beneficiaries under the Settlement, that the Settlement will provide a benefit to the Settlement Class, and that, when this benefit is weighed against the risks of continuing the prosecution of the Action, the Settlement represents a reasonable, fair, and adequate resolution of the claims of the Settlement Class; and (3) believe that the Settlement will provide the Settlement Class with additional protections for their retirement benefits they may not have received if the cases had been litigated to a conclusion.

The Parties have taken into account the uncertainty and risks inherent in this litigation, particularly its complex nature, and have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

Please visit www.cohenmilstein.com/wheaton-settlement or www.keller settlements.com if you have additional questions.

BASIC INFORMATION

1. Why did I get this Notice package?

Either you or someone in your family may have been a Plan participant, or a beneficiary of a participant, whether vested or non-vested, as of July 31, 2017. The Court has directed that this Notice be sent to you because, as a potential member of the Settlement Class, you have a right to know about the proposed Settlement with Defendants before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and all related objections and appeals are favorably resolved, Ascension Health will guarantee the payment of the first \$29,500,000 of (twenty-nine million, five hundred thousand dollars) of benefits that are distributable from the Plan to Settlement Class Members in the event trust assets attributable to the Plan become insufficient to pay such benefits. The Settlement also provides that Ascension Health may buy out this guarantee obligation by making an aggregate total of \$25,000,000 (twenty-five million dollars) in contributions to the Plan's trust. In addition, the Settlement provides that Plan participants will receive notice on an annual basis about the funding status of the Plan and the retirement benefits that they have accrued. This annual notice will include, among other information, a summary of the Plan's funding arrangements, a summary of the Plan's expenses, a statement of the Plan's liabilities and assets, information about the increase or decrease in net plan assets for the year, and summary information about the Plan's total income.

This Notice explains the Action, the Settlement, and your legal rights. The purpose of this Notice is to inform you of a hearing (the "Fairness Hearing") to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Settlement, and to consider the application of Class Counsel for their attorneys' fees and reimbursement of litigation expenses as well as an application for an incentive fee to the Named Plaintiffs.

The Fairness Hearing will be held on January 16, 2018 at 9:15 a.m. CST before the Honorable Gary Feinerman in the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, to determine:

- (a) Whether the Settlement should be approved as fair, reasonable, and adequate and should be approved by the Court;
- (b) Whether final judgment approving the Settlement Agreement should be entered;
- (c) Whether the Settlement Class should be certified as a mandatory non-opt-out class meeting the applicable requirements for a settlement class imposed by Federal Rule of Civil Procedure 23;
- (d) Whether the requirements of Federal Rule of Civil Procedure 23 and due process have been satisfied in connection with the distribution of the Class Notice to members of the Settlement Class;
- (e) Whether the requirements of the Class Action Fairness Act have been satisfied;
- (f) Whether to award incentive fees to the Named Plaintiffs and if so, the amount; and
- (g) Whether to award attorneys' fees and litigation expenses to Class Counsel and other attorneys who represent members of the Settlement Class and if so, the amounts.

The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, the Settlement provisions will become effective after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year. Please be patient.

2. How do I know whether I am part of the Settlement?

The Court has certified the Action as a class action. You are a member of the Settlement Class if, as of July 31, 2017, you were a former and/or current Plan participant, whether vested or non-vested, or the beneficiary of such a participant.

3. What does the Settlement provide?

The Settlement provides that, for as long as the Plan is sponsored by any of the Released Parties, Ascension Health will guarantee the payment of the first \$29,500,000 of benefits that are distributable from the Plan to Settlement Class Members in the event trust assets attributable to the Plan become insufficient to pay such benefits. Should a corporate transaction occur where Plan assets and liabilities covering Settlement Class Members transfer to a successor, Ascension Health will cause the successor to honor this commitment. Ascension Health or any of the Released Parties may buy out the guarantee obligation at any time by making contributions to the Plan's trust that in the aggregate total \$25,000,000.

The Settlement includes equitable provisions which mimic certain provisions of ERISA concerning plan administration, summary plan descriptions, notices (annual summaries, pension benefits statements, current benefit values), and the Plan's claim review procedure. The Settlement Agreement also provides that for seven and one-half years, any amendment or termination of the Plan cannot reduce participants' accrued benefits. Likewise, for the next seven and one-half years, if the Plan is ever merged with or into another plan, participants will be entitled to the same or greater benefits than they were before the merger.

The above description of the operation of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which may be obtained at www.cohenmilstein.com/wheaton-settlement or www.kellersettlements.com.

4. What is the lawsuit about? What has happened so far?

On April 11, 2016, Plaintiff Curtis filed a putative class action complaint in this Court against Wheaton and various individual defendants, alleging violations of ERISA. ECF No. 1. On June 28, 2016, Plaintiffs Bowen and Mueller filed a separate putative class action complaint against Wheaton, Ascension Health, and various other defendants (collectively, the "Defendants") alleging violations of ERISA. Both complaints allege that Defendants denied ERISA protections to the participants and beneficiaries of the Plan, a defined benefit pension plan sponsored by Wheaton and, subsequently, Ascension Health, by incorrectly claiming that the Plan qualifies as an ERISA-exempt "church plan." The complaints further allege that asserting this exemption caused Defendants to deny Plan participants the protections of ERISA. These include, among other violations: underfunding the Plan by over \$134.5 million; impermissibly requiring participants to complete five years of service before participants became fully vested in their accrued benefits, failing to furnish Plaintiffs or any member of the class with a Pension Benefit Statement, Summary Annual Reports, Notification of Failure to Meet Minimum Funding, or Funding Notices, causing the Plan to award benefits to employees in later years of service at a rate disproportionately higher than the rate for employees in earlier years of service, in violation of ERISA's anti-backloading requirements, decreasing

accrued benefits by amendment of the Plan in violation of ERISA's anti-cutback provisions, and failing to notify participants of a significant reduction in the rates of future benefit accruals from 2009 onward. Defendants deny all of these allegations. On July 8, 2016, the two cases were designated as "related," and on January 4, 2017, this Court consolidated the two cases for all purposes and appointed Cohen Milstein and Keller Rohrback as Interim Co-Lead Counsel.

The Parties first engaged in settlement discussions in February 2017. At the same time as the Parties negotiated this Settlement, the United States Supreme Court was considering a similar church plan case which addressed whether, as Plaintiffs alleged here, a church plan must be established by a church in order to qualify as an ERISA-exempt church plan. The Supreme Court held argument in that case on March 27, 2017, and a decision from the Supreme Court was pending until June of 2017. Therefore, the interpretation of the ERISA church plan provision – specifically, whether a church plan claiming an exemption from ERISA must be established by a church – was uncertain when the Parties began negotiating the Settlement.

On June 5, 2017, the Supreme Court issued its decision, holding that pension plans need not be established by churches in order to qualify as ERISA-exempt church plans, though they still had to satisfy other conditions. While Plaintiffs advance other strong arguments and theories not decided by the Supreme Court's opinion, it nevertheless is true that Plaintiffs' case was negatively impacted by that decision. Nevertheless, in spite of the Supreme Court's decision, the Parties continued to negotiate settlement, and ultimately came to an agreement following a second mediation session on June 27, 2017.

The Settlement is the product of intensive, arm's-length negotiations between Class Counsel and Defendants' Counsel, with the assistance of an experienced third-party mediator.

5. Why is this case a class action?

In a class action, one or more plaintiffs, called "named plaintiffs," sue on behalf of people who have similar claims. All of the individuals on whose behalf the Named Plaintiffs in this Action are suing are "Class Members," and they are also referred to in this Notice as members of the Settlement Class. The Court resolves the issues for all Class Members. The Honorable Gary Feinerman, United States District Judge, is presiding over this case.

6. Why is there a Settlement?

Under the proposed Settlement, the Court will not decide the merits of the case in favor of either the Plaintiffs or the Defendants. By agreeing to a Settlement, both the Plaintiffs and the Defendants avoid the costs, risks, and delays of litigating the Action. In this case particularly, the risks of ongoing litigation involved the consequences of the Supreme Court's ruling that church plans need not be established by churches in order to qualify as ERISA-exempt plans.

This Settlement is the product of extensive arm's-length negotiations between Class Counsel and the Defendants' Counsel, including utilizing the services of an experienced mediator. Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Class.

7. How will the Settlement be distributed?

Because the Plan is a defined benefit pension plan and not a defined contribution plan with individual accounts, like a 403(b) plan or 401(k) plan, ***the guaranty, if ever paid in the future, will be contributed to the Plan's trust fund as a whole, rather than to individual Plan participants and beneficiaries. Your pension benefit will not increase as a result of the Settlement.*** You will remain entitled to the benefit you have accrued pursuant to the Plan's terms for the next seven and one half years. The Settlement also provides significant non-monetary equitable consideration, in that current participants in the Plan will receive certain ERISA-like administrative protections.

Members of the Settlement Class do not need to do anything in order to obtain the benefits and protections provided by the Settlement in this case.

8. What rights am I giving up in the Settlement?

If the Settlement is approved, the Court will enter a judgment. This judgment will fully, finally, and forever release, relinquish, and discharge any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, expenses and costs under federal or state laws arising out of the allegations of the Complaint that were brought or could have been brought as of the date of the Settlement Agreement, including any current or prospective challenge to the "church plan" status of the Plans, whether or not such claims are accrued, whether already acquired or subsequently acquired, whether known or unknown, in law or equity, brought by way of demand, complaint, cross-claim, counterclaim, third-party claim, or otherwise.

For Settlement Class members only, Released Claims are not intended to include the release of any of the following: (a) Any rights or duties arising out of the Settlement Agreement, including the express warranties and covenants in the Settlement Agreement; (b) Individual claims for relief seeking benefits under state law under the Plan document; (c) Claims related to any other plan that is merged or consolidated with the Plan after August 11, 2017; (d) Any claim arising under ERISA with respect to any event occurring after: the Internal Revenue Service issues a written ruling that the Plan does not qualify as a church plan; pursuant to IRC § 410(d), an election is made on behalf of the Plan resulting in the Plan's coverage by the ERISA provisions specified in IRC § 410(d); the Roman Catholic Church

disassociates itself from the Plan's Sponsor; or an amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the Church Plan exemption.

9. Can I exclude myself from the Settlement?

You do not have the right to exclude yourself from the Settlement. For settlement purposes, the Action was certified under Federal Rule of Civil Procedure 23(b)(1) and/or 23(b)(2) (non-opt-out class) because the Court determined the requirements of that rule were satisfied. Thus, it is not possible for any of the members of the Settlement Class to exclude themselves from the Settlement. As a member of the Settlement Class, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action against Defendants or are otherwise included in the release under the Settlement.

Although members of the Settlement Class cannot opt-out of the Settlement, they can object to the Settlement and ask the Court not to approve the Settlement.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

The law firms of Cohen Milstein Sellers & Toll, PLLC, and Keller Rohrback L.L.P. represent the Named Plaintiffs and the Settlement Class ("Class Counsel"). You will **not** be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Prior to the Fairness Hearing, Class Counsel will apply for an award of attorneys' fees and expenses, and incentive awards for the Named Plaintiffs. The total amount that Class Counsel will seek for fees, expenses, and incentive awards will not exceed \$2.25 million. This amount will be paid entirely by Defendants. Any payment of attorneys' fees, expenses, and incentive awards to Named Plaintiffs will not reduce the amount of the guarantee or the amount of the buy-out.

To date, Class Counsel has not received any payment for their services in prosecuting this Action on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. The fee requested by Class Counsel would compensate all of Plaintiffs' counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class and for their risk in undertaking this representation on a contingency basis. The Court will determine the actual amount of the award.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the Settlement?

Any member of the Settlement Class who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the application for payment of attorneys' fees and expenses, or to the application for an incentive fee for the Named Plaintiffs, may file an Objection in writing. All written objections and supporting papers must: (1) clearly identify the case name and number "*In re: Wheaton Franciscan ERISA Litigation*, Case No. 16-cv-04232;" (2) be filed with the Court and either postmarked and mailed or faxed to Class Counsel and Defendants' Counsel at the addresses below on or before twenty-eight (28) days before the Fairness Hearing; (3) set forth your full name, current address, and telephone number; (4) set forth a statement of the position you wish to assert, including the factual and legal grounds for the position; (5) set forth the names and a summary of testimony of any witnesses that you might want to call in connection with the Objection; (6) provide copies of all documents that you wish to submit in support of his/her position; (7) provide the name(s), address(es) and phone number(s) of any attorney(s) representing you; and (8) include your signature.

The addresses for filing objections with the Court and service on counsel are listed below. **Your written objection must be filed with the Court, and mailed or faxed to the counsel listed below by no later than December 19, 2017:**

File with the Clerk of the Court:

Clerk of the Court
United States District Court
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604

And, by the same date, serve copies of all such papers by mail or fax to each of the following:

CLASS COUNSEL:

Lynn Lincoln Sarko
Laura R. Gerber
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101
Fax: (206) 623-3384

Ron Kilgard
Chris Graver
KELLER ROHRBACK L.L.P.
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UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN MAY BE DEEMED TO HAVE WAIVED ANY OBJECTION AND MAY BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND AN INCENTIVE FEE TO THE NAMED PLAINTIFFS.

THE COURT'S FAIRNESS HEARING

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on January 16, 2018, at 9:15 a.m., CST, at the United States District Court for the United States District Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, Courtroom 2125.

IF YOU DO NOT WISH TO OBJECT TO THE PROPOSED SETTLEMENT OR THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND INCENTIVE FEES TO THE NAMED PLAINTIFFS, YOU NEED NOT ATTEND THE FAIRNESS HEARING.

At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for attorneys' fees and expenses and an incentive award to the Named Plaintiffs. We do not know how long these decisions will take.

14. Do I have to come to the hearing?

Class Counsel will answer questions Judge Feinerman may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You may also have your own lawyer attend the Fairness Hearing at your expense, but such attendance is not necessary.

15. May I speak at the hearing?

If you are a member of the Settlement Class and you have filed a timely objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *In re: Wheaton Franciscan ERISA Litigation*, Case No. 16-cv-04232." Be sure to include your name, address, telephone number, and your signature. If you have your own lawyer, be sure to include his or her name, address, and telephone number. Your Notice of Intention to Appear must be filed with the Clerk of the Court, postmarked no later than December 26, 2017.

The Fairness Hearing may be delayed by the Court without further notice to the Class. If you wish to attend the Fairness Hearing, you should confirm the date and time with a member of Class Counsel.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will participate in the Settlement as described above in this Notice if the Settlement is approved.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. You may obtain a paper copy of the Settlement Agreement by making a written request to a member of Class Counsel listed above under item 12. Copies of the Settlement Agreement, as well as the motion seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, may also be viewed at www.cohenmilstein.com/wheaton-settlement or www.kellersettlements.com.

DATED September 13, 2017

By Order of the Court

Hon. Gary Feinerman
United State District Judge
Northern District of Illinois