

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS**

Sheilar Smith, Kasandra Anton, Bonnie Bailey,
Peggy Wise, and June Schwierjohn, on behalf of
themselves, individually, and on behalf of all others
similarly situated, and on behalf of the OSF Plans,

Plaintiffs,

v.

OSF HealthCare System; The Sisters of the
Third Order of St. Francis Employees Pension
Plan Administrative Committee; and Retirement
Committee for the Retirement Plan for Employees of
Saint Anthony's Health Center,

Defendants.

No. 3:16-cv-00467-SMY-RJD

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, FINAL APPROVAL
HEARING, AND MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF
LITIGATION EXPENSES AND INCENTIVE AWARDS TO NAMED PLAINTIFFS**

This notice ("Notice") advises you of a proposed settlement (the "Settlement") of a class action lawsuit brought by Plaintiffs Sheilar Smith, Kasandra Anton, Bonnie Bailey, Peggy Wise, and June Schwierjohn (the "Named Plaintiffs" or "Plaintiffs") on behalf of themselves, The Sisters of the Third Order of St. Francis Employees Pension Plan and the Retirement Plan for Employees of St. Anthony's Health Center (the "OSF Plans"), and as representatives of the Settlement Class against Defendants (defined below). Plaintiffs allege that Defendants breached their fiduciary duties and violated the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with respect to the OSF Plans. You are receiving this Notice because you may be a participant, or a beneficiary of a participant, in the OSF Plans.

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

**As explained in more detail below, this settlement provides for a cash contribution of \$25 million to the
Plans over a five-year period but does not provide any additional cash recovery to you. Your pension
benefit will not increase as part of the Settlement.**

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 Plans were improperly operated by OSF HealthCare System and the other Defendants ("OSF") as "church plans" exempt from the requirements imposed by ERISA. Plaintiffs claim that, among other violations, OSF underfunded the OSF Plans; failed to furnish Plaintiffs or any member of the Settlement Class with ERISA-required notices, including in regard to the underfunding of the OSF Plans; failed to create a proper trust under ERISA, and failed to obtain pension insurance from the Pension Benefit Guaranty Corporation ("PBGC"). Defendants deny all of these claims and have claimed that the OSF Plans qualify as "church plans" that are exempt from the

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

requirements of ERISA. Defendants deny that Plaintiffs have any valid claims against them and deny that they have engaged in any wrongdoing whatsoever.

Named Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle all Released Claims (as defined in the Settlement Agreement) against Defendants and other Releasees (as defined in the Settlement Agreement) in exchange for, among other terms, a cash payment of \$25 million, to be paid into The Sisters of the Third Order of St. Francis Employees Pension Trust (“Master Trust”) over five years from fiscal year 2021 to fiscal year 2025, with OSF contributing \$5 million per year. The Court in charge of this Action still has to decide whether to approve the Settlement. The Cash Contribution of the Settlement will be made only if: a) the Court approves the Settlement and b) 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 vested or non-vested participants of the OSF Plans (and their beneficiaries) as of the date of the filing of the Complaint (April 27, 2016).

Identification of Key Terms: This Class 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.keller settlements.com and www.cohenmilstein.com/OSFsettlement.

Reasons for the Settlement: The Settlement resolves all claims in the Action against Defendants regarding the Plans. 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 operative 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 ensures prompt payment of benefits to the Master Trust under the OSF Plans as compared to the risks, costs and delays of proceeding with this litigation against Defendants.

Identification of Class Counsel: If you have any questions regarding the Settlement, they should be directed to Class Counsel. Please contact Laura R. Gerber at Keller Rohrback L.L.P., 1201 Third Avenue, Suite 3200, Seattle, WA 98101-3052 or Karen Handorf, Michelle Yau, or Julie Selesnick at Cohen Milstein Sellers & Toll, PLLC, 1100 New York Avenue, N.W., Suite 500, Washington, D.C. 20005. Class Counsel has established a toll-free number, (888) 710-4537, if you have questions or comments. Class Counsel may also be contacted via e-mail at OSFsettlement@kellerrohrback.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 CLASS 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.

Questions? Visit
www.keller settlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

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 18, 2020 . 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 15, 2021 BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN DECEMBER 31, 2020 . | 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. |

WHAT THIS NOTICE CONTAINS

Summary of Settlement 4

Basic Information..... 5

 1. Why did I get this Class Notice package? 5

 2. How do I know whether I am part of the Settlement? 5

 3. What does the Settlement provide? 5

 4. What is the Action about? What has happened so far? 6

 5. Why is this Action a class action? 7

 6. Why is there a Settlement? 7

 7. How will the Settlement be funded?..... 7

 8. What rights am I giving up in the Settlement? 7

 9. Can I exclude myself from the Settlement?..... 7

The Lawyers Representing You 8

 10. Do I have a lawyer in the Action?..... 8

 11. How will the lawyers be paid?..... 8

Objecting to the Settlement..... 8

 12. How do I tell the Court if I don't like the Settlement? 8

The Court's Fairness Hearing 10

 13. When and where will the Court decide whether to approve the Settlement? 10

 14. Do I have to come to the Fairness Hearing? 10

 15. May I speak at the Fairness Hearing?..... 10

If You Do Nothing 10

 16. What happens if I do nothing at all? 10

Getting More Information..... 11

 17. How do I get more information?..... 11

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

This Action was filed in federal district court in Illinois against OSF and other defendants named in the Complaint (collectively, the “Defendants”). 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.kellersettlements.com and www.cohenmilstein.com/OSFsettlement.

SUMMARY OF SETTLEMENT

The Settlement provides for a total payment by OSF of twenty-five million dollars (\$25,000,000) in exchange for a release of all claims (as defined in the Settlement Agreement) in the Fourth Amended Complaint (“FAC”).

The first \$5 million installment of the Settlement Payment will be put into the Master Trust in fiscal year 2021; the cash payments can be made in installments or in a lump sum. OSF will continue to make cash contributions of \$5 million per year for five years through fiscal year 2025; Defendants’ cash contribution requirement ends once the amounts deposited into the Master Trust pursuant to this Settlement reach \$25 million.

Attorneys’ Fees and Expenses: Court-appointed Class Counsel will file a motion for an award of attorneys’ fees and expenses that will be considered by the Court at the Fairness Hearing. At the same time, Class Counsel will petition for incentive awards for each of the five named Plaintiffs. The total amount that Class Counsel seeks for attorneys’ fees, litigation expenses, and incentive awards cannot exceed \$1.75 million (one million, seven hundred and fifty thousand dollars), which includes payment of expenses incurred in connection with litigating the Action. The payment of attorneys’ fees, expenses, and incentive awards by OSF is in addition to the other monetary consideration required in the Settlement Agreement.

Named Plaintiffs and Class Counsel believe that this Settlement represents the best possible monetary result that could be achieved for the Settlement Class in light of the significant risks Plaintiffs faced in the Action. While litigation is inherently uncertain, this particular Action presented extreme legal and financial risks. One of Plaintiffs’ theories in this Action—that a non-church may not establish an ERISA-exempt church plan—was rejected by the United States Supreme Court in 2017, eliminating one of Plaintiffs’ arguments. *See Advocate Health Care Network v. Stapleton*, 137 S. Ct. 1652 (2017). Although Plaintiffs proceeded on the alternate theory that the OSF Plans were not maintained by a proper “principal purpose” organization, their case was arguably weakened by the Supreme Court decision and subsequent decisions of the district court in this case, narrowing any remaining viable claims. Thus, continued litigation of the Action against Defendants would be unlikely to result in a recovery greater than the recovery under the Settlement Agreement; instead, it could result in no recovery at all.

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 Complaint; and (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 operative Complaint, the ability of Defendants to withstand judgment, and the benefits accruing to the Plans’ 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.

The Parties have taken into account the uncertainty and risks inherent in this Action, 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.kellersettlements.com or www.cohenmilstein.com/OSFsettlement if you have additional questions.

**Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement**

**DO NOT CALL THE COURT
as they cannot answer your questions.**

BASIC INFORMATION

1. Why did I get this Class Notice?

Either you or someone in your family is a vested or non-vested participant or beneficiary of the OSF Plans as of April 27, 2016, the date Plaintiffs first filed their Complaint against Defendants. The Court has directed that this Class 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, the cash contribution of \$25 million will be incrementally made by OSF through annual cash contributions to the OSF Plans of \$5 million per year for five years.

This Class Notice explains the Action, the Settlement, and your legal rights. The purpose of this Class 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 expense reimbursement as well as an application for incentive awards to Named Plaintiffs.

The Fairness Hearing will be held at 1:30 p.m. on January 15, 2021 before the Honorable Staci M. Yandle in the United States District Court for the Southern District of Illinois, 301 West Main Street, Benton, IL 62812, to determine:

- (a) Whether the Settlement Agreement is 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 approve incentive awards to the Named Plaintiffs and if so, the amount; and
- (g) Whether to award attorneys’ fees and expense reimbursement to Class Counsel and if so, the amounts.

The issuance of this Class 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 cash contributions to the OSF Plans will begin 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?

If the Court certifies the Action as a class action, you will be part of the Settlement Class. You are a member of the Settlement Class if you are a vested or non-vested participant or beneficiary of the OSF Plans as of April 27, 2016.

3. What does the Settlement provide?

The Settlement calls for a \$25 million cash contribution from the Defendants, and other non-monetary equitable relief. The requested award for attorneys’ fees, expenses and incentive awards for the Named Plaintiffs (“Fee

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

Award”) will be separately paid by OSF, and cannot exceed \$1.75 million. OSF will make payment to Class Counsel pursuant to the Fee Award granted by the Court within thirty (30) days after the Court’s entry of a Final Approval Order. The first \$5 million installment of the Settlement Payment will be put into the Master Trust in fiscal year 2021; the cash payments for each year can be made in installments or in a lump sum. Defendants will continue to make cash contributions of \$5 million per year through fiscal year 2025. Defendants’ cash contribution requirement ends once the amounts deposited into the Master Trust pursuant to this Settlement reach \$25 million.

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.kellersettlements.com or www.cohenmilstein.com/OSFsettlement.

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

On April 27, 2016, Plaintiff Sheilar Smith filed a class action Complaint in this Court against OSF HealthCare System and various other defendants (collectively, the “Defendants”) alleging violations of ERISA and improper treatment of the Plans as “church plans” resulting in, among other things, placing the pensions of participants and beneficiaries at risk by underfunding the Plans. On May 6, 2016, an Amended Complaint was filed adding Plaintiff Kasandra Anton as a named plaintiff. Separately, on May 3, 2016, *Bailey, et al. v. OSF HealthCare System, et al.*, No. 1:16-cv-01137 (C.D. Ill.), a class action with similar claims was filed in the Central District of Illinois. The Plaintiffs in the *Bailey* action were Bonnie Bailey, Peggy Wise, and June Schwierjohn. The claims from the *Bailey* action were included in the Fourth Amended Class Action Complaint by stipulation of the Parties following voluntary dismissal of that action on September 28, 2017. *Bailey v. OSF Healthcare Sys.*, No. 1:16-cv-013337-SLD-TSH, 2017 WL 4319113 (C.D. Ill. Sept. 28, 2017). The *Bailey* Plaintiffs were represented by the law firms of Kessler Topaz Meltzer & Check, LLP, and Izard Kindall & Raabe LLP.

The operative Complaint is the Fourth Amended Class Action Complaint and it alleges that the Defendants denied ERISA¹ protections to the participants and beneficiaries of the OSF Plans by incorrectly claiming that the OSF Plans qualify as ERISA-exempt “church plans.” In short, Plaintiffs allege that the Defendants failed to operate the OSF Plans in accordance with ERISA and breached their fiduciary duties to the Plaintiffs by, among other things, failing to send participants proper notices and failing to make payment of required contributions to the Master Trust, leaving the OSF Plans severely underfunded and creating a substantial risk that the OSF Plans will be unable to pay the accrued pension benefits to which Plaintiffs and the other Class members are entitled.

A similar case concerning the church plan exemption was heard by the Supreme Court in 2017, *Advocate Health Care Network v. Stapleton*, 137 S. Ct. 1652 (2017). The Supreme Court ruled against the plan participants, holding that a church plan did not need to be established by a church. This ruling was released while this case was pending and eliminated one of Plaintiffs’ arguments that the Plan was not a church plan. Following that ruling, Plaintiffs refined their arguments and filed their Fourth Amended Complaint, which is the operative Complaint, on October 12, 2017.

The Parties have been negotiating a settlement of this case since October of 2019, when the Parties met with Magistrate Judge Reona J. Daly in person to attempt to resolve the Action. While the mediation was unsuccessful, the parties continued discussions with the mediator after the meeting. Settlement discussions were later facilitated by nationally known mediator Robert A. Meyer, Esq., of JAMS via teleconference starting on March 4, 2020. On July 30, 2020, the Parties filed a notice of Settlement to inform the Court that they had reached agreement. This Settlement is the product of those arm’s-length negotiations between Class Counsel

¹ “ERISA” is a reference to the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*

and Defendants' counsel, which occurred over many months and were overseen and assisted by two experienced third-party mediators.

5. Why is this Action 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 the "Settlement Class Members." The Court will resolve the issues for all Settlement Class Members. The Honorable Staci M. Yandle, United States District Judge, is presiding over this Action.

6. Why is there a Settlement?

Under the proposed Settlement, the Court will not decide the merits of the Action in favor of either Plaintiffs or Defendants. By agreeing to a Settlement, both the Plaintiffs and the Defendants avoid the costs, risks and delays of litigating the Action.

This Settlement is the product of zealous arm's-length negotiations between Class Counsel and Defendants' counsel in which the Parties utilized the services of two experienced third-party mediators. Throughout the Settlement negotiations, Plaintiffs and Defendants carefully considered the litigation risks and Defendants' financial condition.

Class Counsel believes that the proposed Settlement is fair, reasonable and adequate and in the best interest of the Settlement Class.

7. How will the Settlement be funded?

Settlement Class Members do not need to do anything with respect to the Settlement in this Action. Defendants will transfer twenty-five million dollars (\$25,000,000) in cash contributions into the Master Trust from fiscal year 2021 to fiscal year 2025, at a rate of \$5 million per year. Defendants' cash contribution requirement ends once the amounts deposited into the Master Trust pursuant to this Settlement reach \$25 million.

The Fee Award approved by the Court will be separately paid to Class Counsel by Defendants.

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 arising out of the allegations of the Complaint, or otherwise, in connection with the sponsorship, funding, maintenance, operation or termination of, or distributions from, the OSF Plans, including any claims that were brought or could have been brought under federal law or state law as of the date of the Settlement Agreement by any member of the Settlement Class, including any challenge to the "church plan" status of the OSF Plans.

Released Claims do not include any claims which may arise out of this Settlement Agreement itself.

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 23(b)(2) (non-opt-out class) because the Court determined the requirements of those Rules were satisfied. Thus, it is not possible for any of the members of the Settlement Class to exclude themselves from the Settlement. Members of the Settlement Class will be bound by

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

DO NOT CALL THE COURT
as they cannot answer your questions.

any judgment 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 Released Claims 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 Action?

The law firms of Keller Rohrback L.L.P. and Cohen Milstein Sellers & Toll, PLLC (“Class Counsel”) represent Named Plaintiffs and the Settlement Class. The Named Plaintiffs and Settlement Class are also represented by the law firms of Kessler Topaz Meltzer & Check, LLP, and Izard Kindall & Raabe LLP, and Local Counsel Matthew H. Armstrong. 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 for expense reimbursement, and incentive awards of \$5,000 for each Named Plaintiff. The application for attorneys’ fees, expenses, and incentive awards will not exceed one million seven hundred fifty thousand dollars (\$1,750,000).

To date, Class Counsel have 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 Plaintiffs’ counsel (in both the *Smith* and *Bailey* matters) 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 Fee 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 incentive awards for Named Plaintiffs, may file an Objection in writing. All written objections and supporting papers must be signed and must: (1) clearly identify the case name and number “*Smith et al. v. OSF Healthcare System, et al.*, Case No. 3:16-cv-00467-SMY-RJD;” (2) be filed with the Court and 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 the objector’s full name, current address, and telephone number; and (4) set forth a statement of the position the objector wishes to assert, including any factual and legal grounds for the position that the class member would like the Court to consider. The objection must also provide the following additional information if applicable: (a) The names and a summary of testimony of any witnesses that the objector might want to call in connection with the Objection; (b) copies of all documents that the objector wishes to submit in support of his/her position; and (c) the name(s), address(es) and phone number(s) of any attorney(s) representing the objector.

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 Friday, December 18, 2020:

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

File with the Clerk of the Court:

Clerk of the Court
United States Courthouse
301 West Main Street
Benton, IL 62812

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

To Class Counsel:

Lynn Lincoln Sarko
Laura R. Gerber
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101-3052
Fax: (206) 623-3384

Ron Kilgard
KELLER ROHRBACK L.L.P.
3101 North Central Ave., Suite 1400
Phoenix, AZ 85012
Fax: (602) 248-2822

Karen L. Handorf
Michelle C. Yau
Julie S. Selesnick
COHEN MILSTEIN SELLERS & TOLL, PLLC
1100 New York Ave., NW, Suite 500 West
Washington, DC 20005
Fax: (202) 408-4699

To Defendants' Counsel:

Brian T. Ortelere
Jeremy P. Blumenfeld
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103-2921
Fax: (215) 963-5001

Abbey M. Glenn
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue NW
Washington, DC 20004-2541
Fax: (202) 739-3001

UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS TO NAMED PLAINTIFFS.

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

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 at 1:30 p.m. on January 15, 2021, at the United States District Court for the United States District Court, Southern District of Illinois, 301 West Main Street, Benton, IL 62812. Pursuant to Fourth Amended Administrative Order issued by the United States District Court for the Southern District of Illinois on October 1, 2020, and in light of the exigent circumstances created by the Covid-19 pandemic, access to federal courthouses is limited and the operations of the District Court for in-person settings are restricted and teleconferencing and videoconferencing is being utilized and will be made available to the public to the extent practicable. Information detailing how to access the audio and/or video feed of court proceedings for the Fairness Hearing will be posted in the notice of setting, and general information will be published on the district court's public web page, www.ilsd.uscourts.gov. You may contact Class Counsel with questions regarding attendance at the Fairness Hearing.

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

At the Fairness 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 motion for attorneys' fees and expenses and incentive awards to Named Plaintiffs. We do not know how long these decisions will take.

14. Do I have to come to the Fairness Hearing?

Class Counsel will answer questions Judge Yandle 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 Fairness 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 *Smith, et al. v. OSF HealthCare System, et al.*, Case 3:16-cv-00467-SMY-RJD". Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the attorneys listed above, postmarked and mailed or sent via facsimile no later than December 31, 2020, fourteen (14) days before the Fairness Hearing, and must be filed with the Clerk of the Court, also postmarked no later than December 31, 2020.

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

IF YOU DO NOTHING

16. What happens if I do nothing at all?

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

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

GETTING MORE INFORMATION

17. How do I get more information?

This Class 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 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.kellersettlements.com or www.cohenmilstein.com/OSFsettlement.

DATED: November 16, 2020

By Order of the Court
Hon. Staci M. Yandle
United States District Judge
Southern District of Illinois

Questions? Visit
www.kellersettlements.com or www.cohenmilstein.com/OSFsettlement

**DO NOT CALL THE COURT
as they cannot answer your questions.**

OSF ERISA Settlement
P.O. Box 2003
Chanhassen, MN 55317-2003

ABC1234567890 - Claim Number 1111111



JOHN Q CLASSMEMBER
123 MAIN ST
ANYTOWN, ST 12345