

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS

CORINNE BUTLER and ANDREA
FITZSIMMONS, on behalf of themselves,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

HOLY CROSS HOSPITAL (“HCH”), SINAI
HEALTH SYSTEM (“SINAI”), WAYNE
LERNER, DIANE HOWARD, JOHN R.
BALL, M.D, BARBARA FAHEY, SATYA
AHUJA, M.D., CHIA HUANG, M.D.,
LARRY MARGOLIS, SIVARAMAPRASAD
TUMMALA, M.D., HOWARD BERMAN,
GARY J. NIEDERPRUEM, SHARON
ROSSMARK, YOGI AHULUWALIA, M.D.,
JOHN BENEVIDES, CHARLES BROWN,
DANIEL CANTRELL, ALAN H.
CHANNING, JOHN DANAHER, M.D.,
LESLIE DAVIS, MARK J. FRISCH, AIDA
GIACHELLO, NEAL GOLDSTEIN,
ALBERT GRACE, JONATHAN JONAS,
GARY KELLER, KENNETH A. LUCCIONI,
ROBERT MARKIN, GLORIA MATERRE,
BRET MAXWELL, WAYNE PIERCE,
MAURICE SCHWARTZ, ROBERT
SHAKNO, BEN SOLDINGER, ALAN
SOLOW, ROBERT STEELE, STEVE
TOPEL, TERRY WHEAT, and JOHN and
JANE DOES, each an individual, 1-40,
Defendants.

No. 16-cv-05907-MSS

The Honorable Manish S. Shah

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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 Corinne Butler and Andrea Fitzsimmons (the "Named Plaintiffs") on behalf of themselves, the Pension Plan for Employees of Holy Cross Hospital ("Plan"), and as representatives of the Settlement Class against Defendants (defined below). Defendants terminated the Plan in September 2015 (the "Termination"), and in December, 2015, distributed the Plan's assets to participants and beneficiaries. Plaintiffs allege the December 2015 distribution was insufficient to pay the full amounts owed. Also, 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 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 (hereinafter referred to as the "Action"). Plaintiffs claim that the Plan was improperly operated by Holy Cross Hospital ("HCH") as a "church plan" exempt from the requirements imposed by ERISA. Plaintiffs also allege that in 2013, when the Plan allegedly was underfunded by \$31 million, prior to the transfer of membership interests in HCH to Sinai Health System ("Sinai"), liability for the Plan was improperly transferred to an entity that lacked sufficient assets or the ability to fund the Plan. Plaintiffs claim that HCH and the other Defendants are liable for Plan underfunding; for failing to provide ERISA-required notices to participants and beneficiaries regarding the underfunding and freezing of the Plan; and for failing to obtain pension insurance from the Pension Benefit Guaranty Corporation ("PBGC").

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, approximately \$9 million, which consists of an agreed upon settlement payment of \$4 million in cash, plus any interest, minus Plaintiffs' court-approved attorneys' fees, expense reimbursement,

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and incentive awards to Named Plaintiffs. The net amount which remains after payment of Plaintiffs' fees and expenses and incentive awards will then be contributed to the Plan (the "Plan Payment"). Upon approval of this Settlement, the Plan Payment will be combined with the approximately \$5.1 million in undistributed assets held in the Plan Trust (the "Plan Trust Amount") for distribution to the Class. Following the Settlement, the Parties anticipate that the total amount that will be available for distribution from the Plan after satisfaction of all Plan expenses necessary to calculate and process the distribution of the Settlement, will be approximately \$8.4 million. This approximate amount, after deduction for Plan expenses, will be distributed to members of the Class based upon the same actuarial assumptions and methodologies used for the December 2015 Plan distributions. The Court in charge of this case still has to decide whether to approve the Settlement. Distributions 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.

This Settlement applies to all Plan participants or Plan beneficiaries who received a distribution from the Plan on December 31, 2015, in connection with the Plan's intended termination and (i) who were not later identified as having died prior to the Plan's termination date of September 1, 2015 (which would have previously terminated their benefit rights); or (ii) who were not included in the Plan's distribution on December 31, 2015, in connection with the Plan's intended termination, but who were identified after December 31, 2015, as being eligible for a benefit prior to the Settlement's effective date. However, the Individual Defendants named in the Complaint will not receive any distributions from the Plan under the Settlement.

Your legal rights are affected if you are a member of the Settlement Class whether or not you act. "Settlement Class" means: All Plan participants or Plan beneficiaries who received a distribution from the Plan on December 31, 2015, in connection with the Plan's intended termination and (i) who were not later identified as having died prior to September 1, 2015; or (ii) who were not included in the Plan's distribution on December 31, 2015, in connection with the Plan's intended termination, but who were identified after December 31, 2015, as being eligible for a benefit prior to the Settlement's effective date.

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/HCH-settlement and www.kellersettlements.com.

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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 ensures prompt payment of benefits to all participants in and beneficiaries 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 October Three at (888) 414-8820.

Class Counsel is available also to respond to questions. Please contact: Karen Handorf or Julie Goldsmith Reiser, 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, 1-866-275-5991, if you have questions or comments. Class Counsel may also be contacted via e-mail at HCHSettlement@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 JUNE 1, 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.

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**YOU CAN GO TO THE HEARING ON
JUNE 29 2017 AT 10:00 A.M. CDT BY
FILING A NOTICE OF INTENTION TO
APPEAR NO LATER THAN JUNE 1, 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 HCH and the various and 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/HCH-settlement and www.kellersettlements.com.

SUMMARY OF SETTLEMENT

The Settlement provides for a total of approximately \$9 million in exchange for a release of all claims (as defined in the Settlement Agreement) against Defendants. The approximately \$9 million consists of two components. The first is a \$4,000,000.00 (\$4 million) payment which will be deposited into an interest-bearing escrow account from which Plaintiffs’ court-approved attorneys’ fees and expense reimbursement, and incentive awards to Named Plaintiffs will be paid. This net amount or “Plan Payment” will then be contributed to the Plan. The second component is approximately \$5.1 million (less amounts for Plan operating expenses) in undistributed assets being held in the Plan Trust (the “Plan Trust Amount”). Following the Settlement, the Parties anticipate that the total amount that will be available for distribution from the Plan after satisfaction of all Plan expenses necessary to calculate and process the distribution of the Settlement, will be approximately \$8.4 million.

Upon approval of this Settlement, the Plan Payment will be combined with the Plan Trust Amount and then will be allocated and paid to Class Members based upon the same actuarial assumptions and methodologies used for the Plan distributions that occurred in December 2015. After this distribution, Defendants intend to fully liquidate and formally terminate the Plan.

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 Final Approval Hearing. Class Counsel will apply for an award of 15% of the Plan Payment, or \$600,000, plus payment of expenses incurred in connection with litigating the Action in an amount not to exceed \$30,000. **Any Court-awarded Plaintiffs’ fees and expenses will be paid out of the \$4 million escrow amount with the net remaining Plan Payment (which is anticipated to be approximately \$3.3 million) then being contributed to the Plan for distribution to Class Members; Class Members are not personally liable for any such fees or expenses.**

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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. While litigation is inherently uncertain, this particular case presented extreme legal and financial risks. Specifically, the central issue in this Action – whether a non-church may establish an ERISA-exempt church plan – is currently pending before the United States Supreme Court. See Settlement Agreement at § § 2.2, 2.3 (describing the Supreme Court’s upcoming review of the *Stapleton v. Advocate Healthcare Network*, 817 F.3d 517, 530 (7th Cir. 2016) decision that only a church may establish a church plan). The Supreme Court case will be argued on March 27, 2017 and likely decided by June 30, 2017. Even if the Supreme Court affirms Plaintiffs’ position that only a *church* may establish a church plan, Defendants here will claim that HCH is a church. Then, if Plaintiffs could succeed in demonstrating that HCH is not a church, they still would need to demonstrate that the transfer of Plan sponsorship prior to HCH’s acquisition by Sinai was improper. Only then would Plaintiffs be able to secure a judgment against Defendants. Moreover, this Settlement takes into account the real financial risk of whether Defendants could pay such a judgment. An insolvency scenario exists if Defendants were forced to satisfy a judgment in the amount Plaintiffs seek. See also Section 6, below. Thus, continued litigation of the Action against Defendants would be unlikely to result in a judgment or verdict 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 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, the ability of Defendants to withstand judgment, 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 additional retirement benefits they may not have received if the cases had been litigated to a conclusion and Named Plaintiffs had prevailed.

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.

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BASIC INFORMATION

1. Why did I get this Notice package?

Either you or someone in your family may have been a participant, or a beneficiary of a participant, in the Plan when it was purportedly terminated during September 2015. 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, the Plan Payment – (i.e., the \$4 million cash escrow amount, plus accrued interest, minus court-approved Plaintiffs’ attorneys’ fees and expense reimbursement, and incentive awards to Named Plaintiffs) will be added to an estimated \$5.1 million currently held in the Plan Trust. Following the Settlement, the total amount anticipated to be available for distribution from the Plan after satisfaction of all Plan expenses necessary to calculate and process the distribution of the Settlement will be approximately \$8.4 million. This combined amount, after deductions for Plan expenses, will be allocated and paid to Class Members based upon the same actuarial assumptions and methodologies used for the Plan distributions that occurred in December 2015.

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 at 10:00 a.m. on June 29, 2017 before the Honorable Manish S. Shah 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;

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- (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, a payment to Class Members will be made 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 you received a distribution from the Plan on December 31, 2015, in connection with the Plan's purported termination and (i) you were not later identified as having died prior to September 1, 2015; or (ii) you were not included in the Plan's distribution on December 31, 2015, in connection with the Plan's intended termination, but you were identified after December 31, 2015, as being eligible for a benefit prior to the Settlement's effective date; but (3) you are **not** a member of the Settlement Class if you are a Defendant in this lawsuit.

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3. What does the Settlement provide?

The total Settlement amounts to approximately \$9 million. Defendants are required to deposit \$4,000,000.00 (\$4 million) in cash to an escrow account that will be used to settle Plaintiffs' court-approved attorneys' fees and expense reimbursement, and incentive awards to Named Plaintiffs. The net amount which remains in the escrow account after payment of Plaintiffs' fees and incentives, and including interest, will then be contributed to the Plan (the "Plan Payment"). Upon approval of this Settlement, the Plan Payment will be combined with the approximately \$5.1 million in undistributed assets held in the Plan Trust (the "Plan Trust Amount") for distribution to the Class. Following the Settlement, the Parties anticipate that the total amount that will be available for distribution from the Plan after satisfaction of all Plan expenses necessary to provide this class notice and calculate and process the distribution of the Settlement, will be approximately \$8.4 million. This combined amount, less amounts for Plan operation expenses, will be allocated and paid to Class Members based upon the same actuarial assumptions and methodologies used for the Plan distributions that occurred in December 2015.

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/HCH-settlement or www.kellersettlements.com.

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

On June 6, 2016, Plaintiffs Corinne Butler and Andrea Fitzsimmons filed a putative class action Complaint in the United States District Court for the Northern District of Illinois against HCH and various other Defendants alleging violations of ERISA. The Complaint alleged that Defendants denied the Plan's participants and beneficiaries the protections of ERISA by claiming the Plan qualified as an ERISA exempt "church plan." Further, the Complaint alleged that in 2013, at a time when the Plan was underfunded by \$31 million, prior to the transfer of membership interests in HCH to Sinai, liability for the Plan was improperly transferred to an entity that lacked sufficient assets or the ability to fund the Plan. Plaintiffs claim that HCH and the other Defendants are liable for Plan underfunding; for failing to provide ERISA-required notices to participants and beneficiaries regarding the underfunding and freezing of the Plan; and for failing to obtain pension insurance from the PBGC. Defendants deny and continue to deny all claims asserted by Plaintiffs. This settlement is not evidence of the truthfulness of any of Plaintiffs' allegations.

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Prior to this case being filed, another case concerning the church plan exception, *Stapleton v. Advocate Healthcare Network*, No. 15-01368 (“*Advocate*”), was appealed to the Seventh Circuit Court of Appeals after the District Court ruled in favor of the plaintiffs and found that only a church could establish a church plan. On March 17, 2016, the Seventh Circuit issued its ruling in the *Advocate* case and held that (1) a church plan must be established by a church, and (2) a church plan must be maintained either by a church or by a principal-purpose organization. *Stapleton v. Advocate Health Care Network*, 817 F.3d 517, 530 (7th Cir. 2016). The defendants in the *Advocate* case submitted a petition for certiorari to the United States Supreme Court. On December 2, 2016, the Supreme Court of the United States granted certiorari. *Advocate Health Care Network v. Stapleton*, 137 S. Ct. 546 (2016). Further, on January 24, 2017, the U.S. government filed a brief in support of the hospital systems claiming that the Seventh Circuit and other courts of appeals had misinterpreted the law and that a church plan need not be established by a church to qualify for an ERISA exemption.

On June 29, 2016, the Parties stipulated to stay proceedings to allow the Parties to mediate the dispute in an attempt at early resolution. Months of negotiations occurred, with the assistance of a mediator, between August 24, 2016 and February 14, 2017 in order to make progress towards the settlement of these claims. This Settlement is the product of those intensive, arm’s-length negotiations between Class Counsel and Defendants’ counsel, which were overseen and assisted by 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 Manish S. Shah, 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 Action 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.

This Settlement is the product of extensive arm’s-length negotiations between Class Counsel and Defendants’ counsel in which the Parties utilized the services of an experienced mediator. Throughout the Settlement negotiations, Plaintiffs and Defendants carefully considered

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the litigation risks and Defendants' financial condition. The risks were discussed with professionals on both sides who considered detailed, confidential, financial analyses prepared by Defendants' experts from information provided by Defendants and represented by Defendants to be true, complete, and accurate, including historical results, future revenue streams, and also a potential insolvency scenario if Defendants were forced to satisfy a judgment in the amount Plaintiffs seek. The risks of ongoing litigation also involved insurance coverage issues, and the legal risk of an adverse Supreme Court ruling.

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

7. How will the Settlement be distributed?

Members of the Settlement Class do not need to do anything with respect to the Settlement in this Action. Defendants will transfer \$4,000,000 in cash into an interest-bearing escrow account that will be used to settle Plaintiffs' court-approved attorneys' fees and expense reimbursement, and incentive awards to Named Plaintiffs. The net amount which remains in the escrow account after payment of Plaintiffs' fees and incentives, and including interest, will then be contributed to the Plan (the "Plan Payment"). The Plan Payment will then be combined with the approximately \$5.1 million in undistributed assets held in the Plan Trust (the "Plan Trust Amount"), less amounts for Plan operation expenses, for distribution to the Class Members"). Following the Settlement, the Parties anticipate that the total amount that will be available for distribution from the Plan after satisfaction of all Plan expenses necessary to calculate and process the distribution of the Settlement, will be approximately \$8.4 million. This total then will be allocated and paid to Class Members according to the actuarial assumptions and methodologies used for the Plan distributions that occurred in December 2015. Thereafter, the Plan will be terminated.

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 Plan, including any promissory estoppel claims related to the necessary delay in payment of the June 1, 2016 communicated final distribution from the Plan Trust following the filing of the Litigation and any

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corresponding reduction in such communicated final distributions resulting from the necessity of keeping the Plan Trust operational, 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 current or prospective challenge to the “church plan” status of the Plan.

Released Claims are not intended to include the release of any obligation under the subsequent Settlement Agreement or any claim that a Class Member’s final distribution benefit described in the subsequent Settlement Agreement is inconsistent with the same actuarial assumptions and methodologies used for the Plan distributions that occurred in December 2015.

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, Keller Rohrback L.L.P., and DeBofsky, Sherman & Casciari, P.C. 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 application for attorneys’ fees will not exceed \$600,000, the expense request will not exceed \$30,000, and the incentive awards

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sought for each Named Plaintiff will be \$10,000. The attorneys' fees, expense reimbursement, and incentive awards will be paid out of the \$4 million escrow account.

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 "*Butler, et al. v. Holy Cross Hospital, et al.*, Case No. 16-cv-05907-MSS;" (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; (8) state the name, court, and docket number of any class action litigation in which you and/or your attorney(s) has previously appeared as an objector or provided legal assistance with respect to an objection; and (9) 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 June 1, 2017:**

File with the Clerk of the Court:

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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
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101
Fax: (206) 623-3384

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Karen L. Handorf
Julie Goldsmith Reiser
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PLLC
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Mark D. DeBofsky
DEBOFSKY, SHERMAN & CASCIARI, P.C.
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UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT IN THE MANNER DESCRIBED

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Questions? Visit

www.cohenmilstein.com/HCH-settlement or www.kellersettlements.com

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

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 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 at 10:00 a.m. CDT on June 29, 2017, at the United States District Court for the United States District Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, Courtroom 1719.

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 fee 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 Shah 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 *Butler, et al.*

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v. Holy Cross Hospital, et al., Case No. 16-cv-05907-MSS.” 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 June 1, 2017, and must be filed with the Clerk of the Court, postmarked no later than June 1, 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/HCH-settlement or www.kellersettlements.com.

DATED March 9, 2017

By Order of the Court

Hon. Manish S. Shah
United State District Judge
Northern District of Illinois

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