

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

LENORE R. OWENS, JEAN L. JEWETT,  
LORI L. BUKSAR, and JULIA SNYDER, on  
behalf of themselves, individually, and on  
behalf of all others similarly situated,

Plaintiffs,

v.

ST. ANTHONY MEDICAL CENTER, INC.,  
("SAMC"), THE FRANCISCAN SISTERS  
OF CHICAGO SERVICE CORPORATION  
("FSCSC"), FRANCISCAN  
COMMUNITIES, INC. f/k/a FRANCISCAN  
HOMES & COMMUNITY SERVICES,  
FRANCISCAN HOLDING  
CORPORATION, FRANCISCAN  
ALLIANCE, INC., DONNA GOSCIEJ,  
LINDA HORNYAK, THE SAMC  
RETIREMENT COMMITTEE, the members  
of the SAMC RETIREMENT COMMITTEE,  
LEONARD WYCHOCKI, WALTER  
GARBARCZYK, JULIE SECVIAR,  
CHESTER LABUS, and SISTER HELENE  
GALUSZKA, the members of the FSCSC  
BOARD OF DIRECTORS, SISTER M.  
FRANCIS CLARE RADKE, SISTER M.  
FRANCINE LABUS, ANNETTE  
SHOEMAKER, JILL KRUEGER,  
LAWRENCE LEAMAN, SANDRA  
SINGER, SUSAN NORDSTROM LOPEZ,  
and JOHN and JANE DOES, each an  
individual, 1-40,

Defendants.

Case No: 1:14-cv-04068

Judge Sharon Johnson Coleman

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**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, FINAL APPROVAL HEARING, AND MOTION FOR ATTORNEYS' FEES AND 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 Lenore Owens, Jean Jewett, Lori Buksar, and Julia Snyder (the "Named Plaintiffs" or "Plaintiffs") on behalf of themselves, the St. Anthony Medical Center Retirement Plan ("Plan"), and as representatives of the Settlement Class against Defendants (defined below). Defendants terminated the Plan on March 31, 2012 (the "Termination"), and beginning in May 2012 distributed the Plan's assets to the Plan's participants and beneficiaries. Plaintiffs allege the 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.

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. 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 St. Anthony Medical Center ("SAMC") as a "church plan" exempt from the requirements imposed by ERISA. Plaintiffs claim that, among other violations, SAMC underfunded the Plan; failed to furnish Plaintiffs or any member of the Settlement Class with ERISA-required notices to participants and beneficiaries regarding the underfunding and freezing of the Plan; failed to obtain pension insurance from the Pension Benefit Guaranty Corporation ("PBGC"); and improperly terminated the Plan and paid Plan participants substantially less pension benefits than what they had been promised under the terms of the Plan. Defendants deny all of these claims and have claimed that the Plan qualified as a church plan that is exempt from ERISA requirements. Defendants deny that Plaintiffs have any valid claims against them and deny that they have engaged in any wrongdoing whatsoever.

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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 payment of \$4 million in cash, minus Plaintiffs' Court-approved attorneys' fees, expense reimbursement, and incentive awards to Named Plaintiffs. The net amount which remains after payment of Plaintiffs' attorneys' fees and expenses and incentive awards will then be distributed to the Settlement 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 \$3 million. This amount will be distributed to the Settlement Class on a *pro rata* basis in proportion to the amount that each Settlement Class member's benefit was reduced during the 2012 distributions. The Court in charge of this Action 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.

**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 or were issued a reduced benefit distribution from the Plan in 2012, after the Plan's termination on March 31, 2012. Excluded from the Settlement Class are the Individual Defendants named in the Complaint.**

**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.cohenmilstein.com/SAMCsettlement](http://www.cohenmilstein.com/SAMCsettlement) and [www.kellersettlements.com](http://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 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.

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**Identification of Claims Administrator and Class Counsel:** The Claims Administrator for this Settlement is SSI Claims. However, any initial questions regarding the Settlement should be directed to Class Counsel. Please contact: Julie Selesnick or Jamie Bowers, Cohen Milstein Sellers & Toll, PLLC, 1100 New York Avenue, N.W., Suite 500, West Tower, Washington, D.C. 20005. Class Counsel have established a toll-free number, 1-888-347-4600, if you have questions or comments. Class Counsel may also be contacted via e-mail at SAMCSettlement@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 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.**

<b>ACTIONS YOU MAY TAKE IN THE SETTLEMENT</b>	
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 <b>JULY 17, 2019</b> . 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 <b>AUGUST 14, 2019</b> BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN <b>AUGUST 7, 2019</b>	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 Action was filed in federal district court in Illinois against SAMC and other defendants named in the Complaint (collectively, the “Defendants”). Named Plaintiffs and Defendants collectively are referred to herein as the “Parties.”

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A copy of the Complaint and other documents relevant to this Settlement, including the comprehensive Settlement Agreement, are available at [www.cohenmilstein.com/SAMCsettlement](http://www.cohenmilstein.com/SAMCsettlement) and [www.kellersettlements.com](http://www.kellersettlements.com).

## SUMMARY OF SETTLEMENT

The Settlement provides for a total payment by Defendants of four million dollars (\$4,000,000) in exchange for a release of all claims (as defined in the Settlement Agreement) in the Third Amended Complaint (TAC). The \$4,000,000.00 (\$4 million) payment will be reduced by Plaintiffs' court-approved attorneys' fees and expense reimbursement, and incentive awards to Named Plaintiffs. The remaining amount will be distributed to the Class members. The Parties anticipate that the total amount that will be available for distribution from the Plan after payment of attorneys' fees, expenses, and incentive awards, will be approximately \$3 million.

Upon approval of this Settlement, the amount will be allocated and paid to Class Members on a *pro rata* basis in proportion to the amount that each participant's benefit was reduced during the Plan distributions that occurred in 2012.

**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 25% of the Settlement Amount, or one million dollars (\$1,000,000), which includes payment of expenses incurred in connection with litigating the Action. **Any Court-awarded attorneys' fees, expenses, and incentive awards will be paid out of the \$4 million Settlement Amount with the remainder (which is anticipated to be \$3 million) then distributed to the Settlement Class; the Settlement Class is not personally liable for any such fees or expenses or awards.**

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); *see also* Settlement Agreement at § 2 (Recitals). Although Plaintiffs proceeded on the theory that the Plan was not maintained by a proper "principal purpose" organization and added state law claims in the event the Plan was determined to be a church plan, their case was arguably weakened by the Supreme Court decision. Moreover, this Settlement takes into account the real financial risk of whether Defendants could pay such a judgment. Thus, continued litigation of the Action against

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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; (2) and 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.

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.

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## **BASIC INFORMATION**

### **1. Why did I get this Class Notice?**

Either you or someone in your family may have been a participant, or a beneficiary of a participant, in the Plan when it was terminated in 2012. 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 distribution – (the \$4 million amount, minus court-approved Plaintiffs’ attorneys’ fees and expense reimbursement, and incentive awards to Named Plaintiffs) will be allocated and paid to the Settlement Class proportionally based on the amount that each participant’s benefit was reduced in 2012.

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

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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 9:00 a.m. on August 14, 2019 before the Honorable Sharon Coleman 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 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, payment to the Settlement Class 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 are a Plan participant or beneficiary who received or was issued a reduced benefit

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distribution from the Plan in 2012, after the Plan's termination. Excluded from the Settlement are the Individual Defendants named in the Complaint.

### **3. What does the Settlement provide?**

Defendants are required to deposit four million dollars (\$4,000,000.00) in cash to an escrow account. One million dollars of the \$4 million will be used to settle Plaintiffs' court-approved attorneys' fees and expense reimbursement, and incentive awards to Named Plaintiffs. The remaining \$3 million will be allocated and paid to the Settlement Class proportionally based on the amount that each Plan participant's benefit was reduced in 2012.

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/SAMCsettlement](http://www.cohenmilstein.com/SAMCsettlement) or [www.kellersettlements.com](http://www.kellersettlements.com).

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

On June 2, 2014, Plaintiffs Lenore Owens, Jean Jewett, Lori Buksar, and Julia Snyder filed a putative class action Complaint in the United States District Court for the Northern District of Illinois against SAMC 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." The Complaint alleges that the Plan is not a "church plan" because neither SAMC nor FSCSC is a church or a convention or association of churches, and because the Plan was not established by a church or by a convention or association of churches. The Complaint further alleges that the Defendants breached their duties under ERISA by, among other things: underfunding the Plan by over \$32 million; failing to furnish Plaintiffs or any member of the class with ERISA-required disclosures; violating ERISA's anti-cutback provisions; failing to obtain insurance for the Plan from the Pension Benefit Guaranty Corporation; and failing to properly terminate the Plan in accordance with ERISA. The Complaint alleges that, following the declared termination of the Plan in 2012, Plan participants received pension benefits which were substantially less than the actuarial equivalent of the pension benefits which they had been promised and had accrued under the Plan. Defendants deny and continue to deny all claims asserted by Plaintiffs. The Complaint further alleges that operation of the Plan as a church plan is a violation of the Establishment Clause of the U.S. Constitution. Defendants maintain that the Plan qualified as a church plan under ERISA, and that the Plan was operated, funded, and terminated in accordance with the Plan's governing documents and applicable laws. Defendants deny that they have engaged in any wrongdoing whatsoever.

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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, on December 4, 2017, Plaintiffs filed their Third Amended Class Action Complaint, which includes alternative state law claims. Defendants denied that Plaintiffs had any valid state law claims.

The Parties negotiated to attempt to resolve the Action over several years. The Parties met in September 2016 with a mediator to attempt to resolve the Action, but negotiations were unsuccessful. The Parties resumed negotiations via telephone and with the assistance of a mediator in August 2018 that continued through November 2018. On November 27, 2018, 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 and Defendants' counsel, which occurred over many months and were overseen and assisted by an experienced third-party mediator.

#### **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 Named Plaintiffs in this Action are suing are the "Settlement Class Members." The Court resolves the issues for all Settlement Class Members. The Honorable Sharon Coleman, 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 an experienced third-party mediator. Throughout the Settlement negotiations, Plaintiffs and Defendants carefully considered the litigation risks and Defendants' financial condition.

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

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**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 four million dollars (\$4,000,000) in cash into an escrow account. One million dollars will be used to settle Plaintiffs' court-approved attorneys' fees and expense reimbursement, and incentive awards to Named Plaintiffs. The remaining three million dollars (\$3,000,000) will be distributed to the Settlement Class Members proportionally based on the amount that each Plan participant's benefit was reduced in 2012.

**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 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 current or prospective challenge to the "church plan" status of the Plan.

Released Claims do not include any claims which may arise out of this Settlement Agreement itself or the final distribution benefit to be distributed on a *pro rata* basis.

**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. Members of the Settlement Class 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 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.

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## THE LAWYERS REPRESENTING YOU

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

The law firms of Cohen Milstein Sellers & Toll, PLLC and Keller Rohrbach L.L.P. (“Class Counsel”) represent Named Plaintiffs and the Settlement Class. 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 expense reimbursement, and incentive awards of \$15,000 for each Named Plaintiff. The application for attorneys’ fees, expenses, and incentive awards will not exceed one million dollars (\$1,000,000).

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 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 incentive awards for Named Plaintiffs, may file an Objection in writing. All written objections and supporting papers must: (1) clearly identify the case name and number “*Owens, et al. v. St. Anthony Medical Center, et al.*, Case No. 14-cv-4068-SJC;” (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

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you might want to call in connection with the objection; (6) provide copies of all documents that you wish to submit in support of your 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 August 7, 2019:**

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

Karen L. Handorf  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue, N.W., Fifth Floor  
Washington, D.C. 20005  
Fax: (202) 408-4699

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

DEFENDANTS' COUNSEL:

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Sarah Gasperini  
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150 N Michigan Ave  
Suite 2500  
Chicago, IL 60601  
Fax: (312) 787-4995

**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.**

### **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 9:00 a.m. on August 14, 2019, at the United States District Court for the United States District Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, Courtroom 1425.

**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 NEED NOT 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 Coleman 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.

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**Questions? Visit**

**[www.cohenmilstein.com/SAMCsettlement](http://www.cohenmilstein.com/SAMCsettlement) or [www.kellersettlements.com](http://www.kellersettlements.com)**

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

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 *Owens, et al. v. St. Anthony Medical Center, et al.*, Case No. 14-cv-4068-SJC.” 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 August 7, 2019, and must be filed with the Clerk of the Court, postmarked no later than August 7, 2019.

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 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 Settlement Class Member, you will participate in the Settlement as described above in this Class Notice if the Settlement is approved.

**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 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/SAMCsettlement](http://www.cohenmilstein.com/SAMCsettlement) or [www.kellersettlements.com](http://www.kellersettlements.com).

**Questions? Visit**

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DATED \_\_\_\_\_, 2019

By Order of the Court  
Hon. Sharon J. Coleman  
United State District Judge  
Northern District of Illinois

Questions? Visit  
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