

HOLCOMB V HSHS ERISA ADMINISTRATOR  
C/O RUST CONSULTING INC - 6145  
PO BOX 54  
MINNEAPOLIS MN 55440-0054

**IMPORTANT LEGAL MATERIALS**



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**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS  
SPRINGFIELD DIVISION**

MARY HOLCOMB, *et al.*,  
Plaintiffs,  
  
v.  
  
HOSPITAL SISTERS HEALTH SYSTEM, *et al.*,  
Defendants.

Civil Action No. 3:16-cv-03282  
Judge Sue E. Myerscough

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, FAIRNESS HEARING, AND MOTION FOR ATTORNEYS’ FEES AND REIMBURSEMENT OF LITIGATION EXPENSES, AND INCENTIVE AWARDS**

This Notice advises you of a proposed Settlement of the class action lawsuit, *Holcomb et al., v. Hospital Sisters Health System*. In this lawsuit, Mary Holcomb, Mary Grovogel, Holly Mollet, Rhonda Rosenthal, and Donald Schneider (the “Named Plaintiffs”) allege that Defendant Hospital Sisters Health System (“HSHS”) and the other defendants, (collectively, “Defendants”) did not comply with certain provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), with respect to The Hospital Sisters Health System Employees Pension Plan (“Plan”). You are receiving this Notice because you are a past or present participant, or a beneficiary of a participant in the Plan.

**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 \$62.5 million to the Plan over a four year period, or sooner, but does not provide any individual cash recovery to you.**

**Your pension benefit will *not* increase or be recalculated as part of the Settlement.**

**SUMMARY OF THE ACTION AND THE SETTLEMENT**

The Settlement is a compromise of claims made by Plaintiffs, for themselves and on behalf of the Settlement Class, against Defendants in the Action. Plaintiffs claim that the Plan was improperly operated by HSHS as a “church plan” exempt from the requirements imposed by ERISA. Plaintiffs claim that, among other violations, HSHS underfunded the Plan and failed to furnish Plaintiffs or any member of the Settlement Class with various Plan-related notices to which they were entitled. Defendants deny all of these claims. Defendants believe that the Plan was operated properly as a church plan, exempt from ERISA, at all times.

**Questions? Visit [www.kellersettlements.com](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement)  
DO NOT CALL THE COURT as they cannot answer your questions.**

Named Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle all Released Claims against Defendants and other Releasees (as defined in the Settlement Agreement) in exchange for, annual cash contributions to the Plan of a minimum of \$15.625 million per year (the “Annual Payment”), for fiscal years 2019 through 2022, for a total of \$62.5 million. Because the Plan is a defined benefit pension plan, and not a defined contribution plan with individual accounts, **the cash amount will be contributed to the Plan as a whole, not to individual Plan participants and beneficiaries. Your pension benefit will not increase or be recalculated as a result of the Settlement. There is no individual cash recovery.** Additionally, the Settlement provides non-monetary equitable consideration, in that current participants in the Plan will receive certain financial and administrative protections comparable to ERISA through fiscal year 2022, or until such time after April 4, 2018 as the \$62.5 million is contributed to the Plan.

The Court has not yet decided whether to approve the Settlement. Additionally, 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 payments and other settlement terms described above will be made only if the Court approves the Settlement and if that approval is upheld if there are any appeals. This process is explained in greater detail below.

**“Settlement Class” means:** As of May 31, 2018, all present and former participants (vested or non-vested) or beneficiaries of the Plan.

**Identification of Key Terms:** This Class Notice is a summary of the Class Action Settlement Agreement (the “Settlement Agreement”). The Settlement Agreement, along with additional information, is available at [www.kellersettlements.com](http://www.kellersettlements.com) and [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement).

**Identification of Claims Administrator:** Rust Consulting, Inc. is the Claims Administrator and will mail you this Class notice. However, they are unable to answer questions about the Settlement.

**Identification of Class Counsel:** Any questions about the Settlement should be directed to Class Counsel. Please contact: attorney Laura R. Gerber or paralegal Jennifer Tuato’o at Keller Rohrback L.L.P., 1201 Third Avenue, Suite 3200, Seattle, WA 98101. Class Counsel may be contacted either by calling a toll-free number, (888) 684-7817 or via email at [HSHSsettlement@kellerrohrback.com](mailto:HSHSsettlement@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. THE SETTLEMENT WILL AFFECT YOUR RIGHTS IF YOU ARE PART OF THE SETTLEMENT CLASS.**

**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. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE OF THIS SETTLEMENT, 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 <b>JANUARY 25, 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 object to the Settlement.
YOU CAN GO TO THE FAIRNESS HEARING ON <b>FRIDAY, FEBRUARY 22, 2019, AT 1:30 P.M. C.S.T.</b> BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN <b>JANUARY 25, 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 (at your expense) if you so desire.

**Questions? Visit [www.kellersettlements.com](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement)  
DO NOT CALL THE COURT as they cannot answer your questions.**

**WHAT THIS NOTICE CONTAINS**

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This Action was filed in federal district court in Illinois against HSHS, and other Defendants named in the complaint. The Named Plaintiffs and Defendants are referred to herein as the “Parties.”

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

**BASIC INFORMATION**

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

Either you or someone in your family were a current or former participant (vested or non-vested) or beneficiary of the Plan as of May 31, 2018. 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 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 Defendants will provide specific monetary and non-monetary relief to the Class, as described in detail in Section 3 of this Notice, and Sections 7 and 8 of the Settlement Agreement. This includes the aggregate contribution of \$62,500,000 over four years to the Plan, as well as other non-monetary relief.

This Class Notice explains the Action, the Settlement, and your legal rights. The purpose of this Notice is to inform you of 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 award to the Named Plaintiffs.

**Questions? Visit [www.kellersettlements.com](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement)  
DO NOT CALL THE COURT as they cannot answer your questions.**

The Fairness Hearing will be held on **Friday, February 22, 2019 at 1:30 p.m. C.S.T.** before the Honorable Sue E. Myerscough in the United States District Court for the Central District of Illinois, 600 E. Monroe St., Springfield, IL 62701, 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 an incentive award to the Named Plaintiffs and, if so, the amount; and
- (g) Whether to award attorneys' fees and litigation expenses to counsel who represent members of the Settlement Class 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 or reject the Settlement. If the Court approves the Settlement, the Settlement provisions will become effective after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year.

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

The Court has certified the HSHS case as a class action for settlement purposes only. You are a member of the Settlement Class if as of May 31, 2018 you were a present or former participant (vested or non-vested) or beneficiary of the Hospital Sisters Health System Employees Pension Plan.

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

The Settlement provides for annual cash contributions to the Plan of a minimum of \$15.625 million per year (the "Annual Payment"), for fiscal years 2019 through 2022, for a total of \$62.5 million. **The cash amount will be contributed to the Plan, not to individual Plan participants and beneficiaries. Your pension benefit will not increase or be recalculated as a result of the Settlement. You will not receive any individual cash benefit recovery.**

Additionally, the Settlement provides significant non-monetary considerations, in that current participants in the Plan will receive certain financial and administrative protections comparable to ERISA through fiscal year 2022, or until such time as the \$62.5 million is contributed to the Plan. During that time period, Defendants will guarantee that the Plan will have sufficient funds to pay the accrued benefits payable to participants under the terms of the Plan. Defendants have made similar financial commitments with respect to the Plan should there be a plan termination or merger. In addition, Defendants have agreed that during this same time period, no amendment to a Plan shall decrease the accrued benefit of any participant in the Plan. Commencing 180 days after the Effective Date of the Settlement, the Plan Administrator will also put in place certain arrangements concerning Plan administration, notices to participants, and procedures for claim review. These payments, and the non-monetary terms of the Settlement, benefit the current participants in and beneficiaries of the Plan, including retirees. For more details see Sections 7 and 8 of the Settlement Agreement. You can access a copy of the Settlement Agreement through a link on Class Counsel's settlement web pages: [www.kellersettlements.com](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement).

Defendants have also agreed to pay up to \$850,000 to be used to fund Class Counsel's requested attorneys' fees, out of pocket expenses, and incentive awards to the Named Plaintiffs. The District Court has the sole discretion as to whether to award attorneys' fees, reimbursement of expenses, or incentive awards to the Named Plaintiffs, and, if so, in what amounts up to \$850,000. Class Counsel has requested that the Court award \$5,000 each to Mary Holcomb, Mary Grovogel, Holly Mollet, Rhonda Rosenthal, and Donald Schneider, as incentive awards to be deducted from the attorney's fees award. See Settlement Agreement Sections 7.1.2 and 7.1.4.

**Questions? Visit [www.kellersettlements.com](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement)  
DO NOT CALL THE COURT as they cannot answer your questions.**

The above description 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](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement).

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

On September 26, 2016, Plaintiff Mollet filed a putative class action complaint in the Northern District of Illinois against HSHS and other Defendants, alleging various violations of ERISA. On October 11, 2016, Plaintiffs Mary Holcomb and Mary Grovogel filed a separate putative class action in this Court against HSHS and other Defendants, alleging violations of ERISA. Plaintiff Mollet and Defendants then requested transfer of the *Mollet* matter to the Court in the Central District of Illinois. The transfer motion was granted on October 31, 2016, and the cases were consolidated. Keller Rohrback L.L.P. and Cohen Milstein Sellers & Toll, PLLC were appointed by the Court as Interim Co-Lead Counsel and Matthew H. Armstrong was appointed as Interim Liaison Counsel.

Plaintiffs filed a Master Consolidated Complaint on February 16, 2017, and the Court then ordered that the case be stayed while the United States Supreme Court considered an appeal in three other cases involving church plans, *Advocate Health Care Network v. Stapleton*, No. 16-74. That appeal addressed whether, as Plaintiffs alleged here, a church plan must be established by a church in order to qualify as an ERISA-exempt church plan. The Supreme Court held argument in that case on March 27, 2017, and issued its decision on June 5, 2017, holding that pension plans (such as those established by HSHS) need not be established by churches in order to qualify as ERISA-exempt church plans so long as other conditions necessary for church plan status are satisfied. While Plaintiffs advance other strong arguments and theories not decided by the Supreme Court's opinion, arguably, Plaintiffs' case was negatively impacted by that decision. Additionally, HSHS made substantial contributions to the Plan's trust before this case was filed and while this case has been pending and the investment environment has been highly favorable, which has improved the Plan's funding.

Following the Supreme Court's decision, the Parties resumed active litigation. Plaintiffs filed their Amended Master Consolidated Complaint ("Complaint") on August 15, 2017. The Complaint alleges that Defendants denied ERISA protections to the participants and beneficiaries of the Plan, a defined benefit pension plan sponsored by HSHS, by incorrectly claiming that the Plan qualifies as an ERISA-exempt "church plan." The Complaint further alleges that asserting this exemption caused Defendants to deny Plan Participants the protections of ERISA. These included, among other violations: underfunding the Plan by over \$514 million; offering eligible participants lump sum distribution values that are less than what they should have been if the lump sums had been calculated in accordance with ERISA; and failing to furnish Plaintiffs or any member of the class with required statements and reports. The Complaint also alleged that the church plan exemption, as applied to HSHS, violated the Establishment Clause of the First Amendment, and lodged alternative claims for breach of contract, promissory estoppel, unjust enrichment, and breach of fiduciary duty pursuant to state law.

However, Defendants claim that their actions have been lawful and proper at all times. Defendants believe that the Plan was established and maintained properly as a church plan exempt from ERISA and that the Plan was funded adequately. Both before and after the suit was filed, Defendants believe that annual contributions to the Plan were substantial.

Defendants filed their Motions to Dismiss on October 16, 2017. Plaintiffs filed their Opposition to the Motions to Dismiss on December 15, 2017, and Defendants filed their Reply Brief on January 12, 2018. The Parties then filed a Joint Stipulation, stipulating to additional briefing by the Parties to address *Medina v. Catholic Health Initiatives*, 877 F.3d 1213 (10th Cir. 2017), another church plan case. On February 2, 2018, prior to completion of that briefing however, the Parties filed a Joint Motion to stay all proceedings so that the Parties could schedule a mediation.

The Parties first engaged in settlement discussions in April of 2018. The Settlement is the product of extensive, arm's-length negotiations between Class Counsel and Defendants' Counsel, with the assistance of an experienced third-party mediator.

#### **5. Why is this case a class action?**

In a class action, one or more plaintiffs, called "named plaintiffs," sue on behalf of people who have similar claims. All of the individuals on whose behalf the Named Plaintiffs in this Action are suing are members of the "Settlement Class." The Court resolves the issues for all of the Settlement Class. The Honorable Sue E. Myerscough, United States District Judge, is presiding over this case.

## **6. What rights am I giving up in the Settlement?**

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

For members of the Settlement Class only, Released Claims are not intended to include the release of any of the following: (a) Any rights or duties arising out of the Settlement Agreement, including the express warranties and covenants in the Settlement Agreement; (b) Individual claims for benefits brought under state law pursuant to the Plan's documents that do not arise out of the allegations of the Complaint; (c) Claims related to any other plan that is merged, adopted or consolidated into the Plan after the Effective Date of Settlement; or (d) Any claim arising under ERISA with respect to any event occurring after the Internal Revenue Service issues a written ruling that the Plan does not qualify as a Church Plan; the Plan sponsor elects to be governed by ERISA; a court of law issues a definitive and final ruling that the Plan is not a Church Plan; the Roman Catholic Church disassociates itself from the Plan's Sponsor; or an amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the Church Plan exemption.

## **7. 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. The Court resolves the issues for all Class Members.

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**

## **8. Do I have a lawyer in the case?**

The law firms of Keller Rohrback L.L.P. and Cohen Milstein Sellers & Toll, PLLC have been appointed as Interim Co-Lead Counsel by the Court to represent 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.

## **9. How will the lawyers be paid?**

Prior to the Fairness Hearing, Class Counsel will apply for an award of attorneys' fees and expenses, and incentive awards for the Named Plaintiffs. The total amount that Class Counsel will seek for fees, expenses, and incentive awards will not exceed \$850,000. This amount will be paid entirely by Defendants. Any payment of attorneys' fees, expenses, and incentive awards to Named Plaintiffs will not reduce the amount to be paid to the Plan under the Settlement.

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 Court will determine the actual amount of the award.

### **OBJECTING TO THE SETTLEMENT**

## **10. 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 award for the Named Plaintiffs, may file an Objection in writing.

**Questions? Visit [www.kellersettlements.com](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement)  
DO NOT CALL THE COURT as they cannot answer your questions.**

All written objections and supporting papers must: (1) clearly identify the case name and number “*Holcomb v. Hospital Sisters Health System*, Case No. 16-cv-03282;” (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 January 25, 2019, 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 your position; (7) provide the name(s), address(es) and phone number(s) of any attorney(s) representing you; and (8) include your signature.

**Your written objection must be filed with the Court, and mailed or faxed to the counsel listed below by no later than January 25, 2019:**

**File with the Clerk of the Court:**

Clerk of the Court  
United States District Court  
Central District of Illinois  
600 East Monroe Street  
Springfield, IL 62701  
Re: *Holcomb v. Hospital Sisters Health Systems*, No. 3:16-cv-03282

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

**CLASS COUNSEL:**

Lynn Lincoln Sarko	Karen L. Handorf	Ron Kilgard
Laura R. Gerber	Michelle C. Yau	KELLER ROHRBACK L.L.P.
KELLER ROHRBACK L.L.P.	COHEN MILSTEIN SELLERS & TOLL	3101 North Central Ave., Suite 1400
1201 Third Ave., Suite 3200	PLLC	Phoenix, AZ 85012
Seattle, WA 98101	1100 New York Ave., N.W., Suite 500 West	Fax: (602) 248-2822
Fax: (206) 623-3384	Washington, D.C. 20005	
	Fax: (202) 408-4699	

**DEFENDANTS’ COUNSEL:**

Howard Shapiro  
Stacey C.S. Cerrone  
PROSKAUER ROSE, LLP  
650 Poydras St., Suite 1800  
New Orleans, LA 70130  
Fax: (504) 310-2022

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

**THE COURT’S FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing on **Friday, February 22, 2019, at 1:30 p.m., C.S.T.**, at the United States District Court for the United States District Court, Central District of Illinois, 600 E. Monroe St., Springfield, IL 62701.

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

**Questions? Visit [www.kellersettlements.com](http://www.kellersettlements.com) or [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement)  
DO NOT CALL THE COURT as they cannot answer your questions.**

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 or reject the Settlement. The Court will also rule on the motions for attorneys' fees and expenses and an incentive awards to the Named Plaintiffs. We do not know how long these decisions will take.

**12. Do I have to come to the hearing?**

Class Counsel will answer questions Judge Myerscough 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, your objection 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.

**13. 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 *Holcomb v. Hospital Sisters Health System*, Case No. 16-cv-03282." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be filed with the Clerk of the Court and **postmarked no later than January 25, 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 Class Counsel.

**IFYOU DO NOTHING**

**14. What happens if I do nothing at all?**

If you do nothing and you are part of the Settlement Class, you will participate in the Settlement as described above in this Class Notice. If the Settlement is approved, you will be bound by the terms of the Settlement.

**GETTING MORE INFORMATION**

**15. 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 10. 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](http://www.kellersettlements.com) and [www.cohenmilstein.com/hshs-settlement](http://www.cohenmilstein.com/hshs-settlement).

DATED: October 30, 2018

By Order of the Court  
Hon. Sue E. Myerscough  
United State District Judge  
Central District of Illinois