

SSM Health Settlement Administrator  
c/o Rust Consulting Inc - 6440  
PO Box 54  
Minneapolis, MN 55440-0054

**IMPORTANT LEGAL MATERIALS**



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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

LISA FEATHER, STANLEY BEIERMANN  
and HOLLY PYATT, on behalf of themselves and  
all others similarly situated, and on behalf of the  
SSM PENSION PLANS,

Plaintiffs,

v.

SSM HEALTH CARE CORPORATION,  
d/b/a SSM HEALTH, a Missouri Non-profit  
corporation, *et al*,

Defendants.

Civil Action No. 4:16-cv-01669-HEA

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

This notice ("Class Notice") advises you of a proposed settlement (the "Settlement") of a class action lawsuit ("Action") brought by Plaintiffs Lisa Feather, Stanley Beiermann and Holly Pyatt (the "Named Plaintiffs" or "Plaintiffs") on behalf of themselves, and participants and beneficiaries of the Retirement Plan for Employees of SSM Health Care; the Retirement Plan for Employees of St. Mary's Hospital, Centralia, Illinois; and the Retirement Plan for Employees of Certain Illinois Entities Related to SSM Health Care (collectively, the "Plans"), and as representatives of the Settlement Class against Defendants (defined below). Plaintiffs allege that SSM Health Care Corporation d/b/a SSM Health ("SSM") violated the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with respect to the Plans. You are receiving this Class Notice because you may be a participant, or a beneficiary of a participant, in the Plans.

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

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 Plans were improperly operated by SSM as "church plans" exempt from the requirements imposed by ERISA. Plaintiffs claim that, among other violations, SSM underfunded the Plans, and failed to furnish Plaintiffs or any member of the class with a Pension Benefit Statement, Summary Annual Reports, Notification of Failure to Meet Minimum Funding, or Funding Notices.

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Defendants deny all of these claims and have claimed the Plans are “church plans” that are exempt from ERISA requirements. 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:

- (1) a contribution to the Plans’ trust funds of either \$60 million over four years, or \$50 million if all payments are made prior to December 31, 2020;
- (2) Equitable guarantees of payment of participants’ benefits for a period of ten (10) years, commencing on October 19, 2018, and protection of participants’ benefits from cutbacks during the same time period; and
- (3) An additional payment of \$115 for certain Settlement Class members who received a lump-sum distribution of their entire retirement benefits from the Plans (“Lump-Sum Class Members”).

**This Settlement applies to all persons who are vested or non-vested present or past participants of the Plans (or their beneficiaries) as of September 6, 2017.**

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

**Your legal rights are affected if you are a member of the Settlement Class whether or not you act. “Settlement Class” means:** All vested or non-vested present or past participants of the Plans (and their beneficiaries) as of September 6, 2017.

**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.kellersettlements.com](http://www.kellersettlements.com).

**Reasons for the Settlement:** The Settlement resolves all claims in the Action against Defendants regarding the Plans. The Parties agree that the Settlement is not, and should not be construed as, an admission of any fault, liability or wrongdoing whatsoever by any of the Defendants, who continue to deny any and all of the allegations of the Complaint. The Named Plaintiffs and Class Counsel (identified below) believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. The Named Plaintiffs and Class Counsel believe that the Settlement provides greater protection for the benefits to be paid to all Settlement Class members under the Plans 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:

SSM Health Settlement Administrator  
c/o Rust Consulting Inc - 6440  
PO Box 54  
Minneapolis, MN 55440-0054  
Toll-Free Telephone: (866) 621-4151

Class Counsel is available also to respond to questions. Please contact Ron Kilgard, Esq., Keller Rohrback, L.L.P. 3101 North Central Avenue, Suite 1400, Phoenix, AZ 85012, or Mark K. Gyandoh, Esq., 280 King of Prussia Road, Radnor PA 19087. Class Counsel has established a toll-free number, (888) 687-4741, if you have questions or comments. Class Counsel may also be contacted via e-mail at [ssmsettlement@kellerrohrback.com](mailto:ssmsettlement@kellerrohrback.com). Please do not contact the Court. The Court personnel will not be able to answer your questions.

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS CLASS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS ACTION.**

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

ACTIONS YOU MAY TAKE IN THE SETTLEMENT	
NO ACTION IS NECESSARY.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you do not need to do anything.
YOU CAN OBJECT NO LATER THAN <b>MAY 23, 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>JUNE 6, 2019 AT 11:00 A.M. CDT</b> BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN <b>MAY 23, 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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The Action was filed in federal district court in Missouri against SSM Health Care Corporation and the various other defendants named in the Complaint (collectively, the "Defendants"). The Named Plaintiffs and Defendants collectively are referred to herein as the "Parties."

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

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## SUMMARY OF SETTLEMENT

The Settlement provides that 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 contribution of a minimum of \$15 million per year to the Plans during the calendar years of 2019, 2020, 2021, and 2022, for a total of \$60 million. SSM may use its discretion when during each year it makes these contributions. Any amount paid in excess of \$15 million during the calendar years of 2019, 2020, and 2021 may be used to reduce subsequent contributions. SSM may satisfy its obligation by making payments to the Plans totaling \$50 million before December 31, 2020.

Additionally, the Settlement provides certain equitable guarantees of payment of participants' benefits for a period of ten (10) years, commencing on October 19, 2018, and protection of participants' benefits from cutbacks during the same time period.

The Settlement also provides a different form of relief to certain Settlement Class members who received a lump-sum distribution of their retirement benefits from the Plans ("Lump-Sum Class Members"). Within 30 days of the Effective Date of Settlement, Defendants shall cause a \$115.00 payment to be made from the Plans to the Lump-Sum Class Members. Payments shall be made by check, and any checks may be voided and a stop-pay order may be placed on such checks if they have not been cashed within 120 days of the date of their issuance, and the expiration date shall be clearly printed on the checks. Checks voided in accordance with this provision shall revert to the Plans. Lump-Sum Class Members whose checks are voided shall be deemed to have waived irrevocably any right in or claim to any lump-sum payment under this Settlement Agreement, but the Settlement Agreement shall in all other respects, including the release of claims, remain binding on them.

**Attorneys' Fees and Expenses:** Class Counsel will file a motion for an award of attorneys' fees, expenses, and incentive awards for Named Plaintiffs that will be considered by the Court at the 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 incentive awards to the named plaintiffs. Class Counsel will apply for a total award not to exceed Five Hundred Thousand Dollars (\$500,000.00) (the "Maximum Total Award"). Any such award will be at the sole discretion of the Court. Any Court-awarded attorneys' fees, expenses, and incentive awards will be paid by SSM, and will be paid *in addition to* the payments and other provisions of the Settlement.

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

Named Plaintiffs and Class Counsel, among other things, (1) have conducted an extensive investigation into the facts, circumstances, and legal issues associated with the allegations made in the Action; (2) believe, based on the risks of the litigation, the time necessary to achieve a complete resolution through litigation, the complexity of the claims set forth in the Complaint, and the benefits accruing to the Plans' participants and beneficiaries under the Settlement, that the Settlement will provide a benefit to the Settlement Class, and that, when this benefit is weighed against the risks of continuing the prosecution of the Action, the Settlement represents a reasonable, fair, and adequate resolution of the claims of the Settlement Class; and (3) believe that the Settlement will provide the Settlement Class with additional protections for their retirement benefits they may not have received if the Action had been litigated to a conclusion. The Parties have taken into account the uncertainty and risks inherent in this litigation, particularly its complex nature, and have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

Please visit [www.kellersettlements.com](http://www.kellersettlements.com) if you have additional questions.

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## BASIC INFORMATION

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

Either you or someone in your family may be a participant, or a beneficiary of a past or present participant in the Plans, whether vested or non-vested, as of September 6, 2017. 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.

This Class Notice explains the Action, the Settlement, and your legal rights. The purpose of this Class Notice is to inform you of the Fairness Hearing at which the Court will consider the fairness, reasonableness and adequacy of the proposed Settlement, and will consider the application of Class Counsel for their attorneys' fees and reimbursement of litigation expenses as well as an application for incentive awards to the Named Plaintiffs.

The Fairness Hearing will be held on June 6, 2019, at 11:00 a.m. CDT, before the Honorable Henry E. Autrey in the United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, MO 63102, to determine:

- (a) Whether the Settlement should be approved as fair, reasonable, and adequate and should be approved by the Court;
- (b) Whether final judgment approving the Settlement Agreement should be entered;
- (c) Whether the Settlement Class should be certified as a mandatory non-opt-out class meeting the applicable requirements for a settlement class imposed by Federal Rule of Civil Procedure 23;
- (d) Whether the requirements of Federal Rule of Civil Procedure 23 and due process have been satisfied in connection with the distribution of the Class Notice to members of the Settlement Class;
- (e) Whether the requirements of the Class Action Fairness Act have been satisfied;
- (f) Whether to award incentive awards to the Named Plaintiffs and if so, the amount; and
- (g) Whether to award attorneys' fees and reimbursement of litigation expenses to Class Counsel and other attorneys 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 the Settlement. If the Court approves the Settlement, the Settlement provisions will become effective after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year. Please be patient.

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

The Court has certified the Action as a class action preliminarily. You are a member of the Settlement Class if, you are a vested or non-vested present or past participant of any of the Plans (or one of their beneficiaries) as of September 6, 2017.

### 3. What does the Settlement provide?

The Settlement provides that 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, a contribution of a minimum of \$15 million per year to the Plans during the calendar years of 2019, 2020, 2021, and 2022, for a total of \$60 million. Any amount paid in excess of \$15 million during the calendar years of 2019, 2020, and 2021 may be used to reduce subsequent contributions. SSM may satisfy its obligation by making payments to the Plans totaling \$50 million before December 31, 2020.

The Settlement also provides a different form of relief to certain Settlement Class members who received a lump-sum distribution of their retirement benefits from the Plans ("Lump-Sum Class Members"). Within 30 days of the Effective Date of Settlement, Defendants shall pay or cause a \$115.00 payment to be made from the Plans to the Lump-Sum Class Members. Payments shall be made by check, and any checks may be voided and a stop-pay order may be placed on such checks if they have not been cashed within 120 days of the date of their issuance, and the expiration date shall be clearly printed on the checks. Checks voided in accordance with this provision shall revert to the Plans. Lump-Sum Class Members whose checks are voided shall be deemed to have waived irrevocably any right in or claim to any lump-sum payment under this Settlement Agreement, but the Settlement Agreement shall in all other respects, including the release of claims, remain binding on them.

Additionally, the Settlement provides certain equitable guarantees of payment of participants' benefits for a period of ten (10) years, commencing on October 19, 2018, and protection of participants' benefits from cutbacks during the same time period.

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The above description of the operation of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which may be obtained at [www.kellersettlements.com](http://www.kellersettlements.com).

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

Plaintiffs' First Amended Complaint alleges that Defendants denied ERISA protections to the participants and beneficiaries of the Plans, which are defined benefit pension plans sponsored by SSM, by claiming that the Plans qualify as ERISA-exempt "church plans." The Complaint further alleges that asserting this exemption caused Defendants to deny the Plans' participants the protections of ERISA. These include, among other violations: underfunding the Plans, failing to furnish Plaintiffs or any member of the class with Plan information to participants as required by ERISA and making lower lump sum payments to participants than ERISA would require.

Defendants moved to dismiss the Complaint, and on April 23, 2018, the Court issued an Order dismissing Count IX of the Amended Complaint and finding that the church plan exemption did not violate the Establishment Clause. However, on July 23, 2018, the Court vacated its April 23, 2018, Order and dismissed the Amended Complaint in its entirety on the grounds that Plaintiffs lacked standing.

On August 21, 2018, Plaintiffs timely filed a Notice of Appeal to the United States Court of Appeals for the Eighth Circuit regarding the Court's ruling on the motion to dismiss. Following Notice of Appeal and before returning to litigation, the Parties agreed to attempt to settle the Action through mediation. On September 24, 2018, the Parties retained Robert Meyer, an independent JAMS mediator who had successfully mediated several other cases involving ERISA's "church plan" exemption. The Parties held an in-person mediation session on October 19, 2018, in Los Angeles, California. Plaintiffs filed a Motion for Extension of Time with the Eighth Circuit to delay the filing of their opening brief, which was granted by the Court on September 26, 2018. In preparation for the mediation, Defendants produced confidential documents to Plaintiffs pursuant to Federal Rule of Evidence 408 as part of the mediation process and prior to the in-person session. With the assistance of Mr. Meyer, the Parties were able to agree to the terms of a settlement during the mediation which took all-day, and signed a Term Sheet containing the primary terms resolving this Action. On October 31, 2018, the Court of Appeals granted the Parties' joint motion for a limited remand to permit the District Court to evaluate the Settlement. The Settlement Agreement is a comprehensive agreement based on the Term Sheet. The Settlement Agreement was executed by all parties on January 14, 2019.

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

#### 5. Why is this Action a class action?

In a class action, one or more plaintiffs, called "named plaintiffs," sue on behalf of people who have similar claims. All of the individuals on whose behalf the Named Plaintiffs in this Action are suing are "Class Members," and they are also referred to in this Class Notice as members of the Settlement Class. The Honorable Henry E. Autrey, 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 case in favor of either the Plaintiffs or the Defendants. By agreeing to a Settlement, both the Plaintiffs and the Defendants avoid the costs, risks, and delays of litigating the Action. In this case particularly, the risks of ongoing litigation involved the consequences of the Supreme Court's ruling that church plans need not be established by churches in order to qualify as ERISA-exempt plans.

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

#### 7. How will the Settlement be distributed?

Because the Plans are defined benefit pension plans and not defined contribution plans with individual accounts, like a 403(b) plan or 401(k) plan, *the payments by SSM will be contributed to the Plans, rather than to individual Plan participants and beneficiaries. Your pension benefit will not increase as a result of the Settlement.* You will remain entitled to the Accrued Retirement Benefit that you have accrued pursuant to each of the Plans' terms. Additionally, the Lump-Sum Class Members—certain Plan Participants who have received their entire Plan benefit in a lump-sum distribution—will receive an additional \$115.00 payment to be made from the Plans.

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

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

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

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

For Settlement Class members only, Released Claims are not intended to include the release of any of the following:

- a. Any rights or duties arising out of the Settlement Agreement, including the express warranties and covenants in the Settlement Agreement;
- b. Individual claims for benefits brought pursuant to the applicable Plan's documents that do not arise out of the allegations of the Complaint, provided that in such an individual claim for benefits no Settlement Class member shall challenge any of the Plans' status as a church plan exempt from ERISA or claim that ERISA's requirements relating to lump-sum calculations apply to past or future lump-sum distributions from the Plans;
- c. Claims related to any other plan that is merged, adopted or consolidated into any of the Plans after the Effective Date of the Settlement; or
- d. Any claim arising under ERISA with respect to a Plan after: (1) the Internal Revenue Service issues a written ruling that the particular Plan does not qualify as a Church Plan; (2) The Plan's sponsor elects for the particular Plan to be governed by ERISA; (3) A court of law issues a definitive and final ruling that the particular Plan is not a Church Plan; (4) The Roman Catholic Church no longer claims an association with the particular Plan's sponsor; or (5) An amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the Church Plan exemption.

### **9. Can I exclude myself from the Settlement?**

You do not have the right to exclude yourself from the Settlement. For settlement purposes, the Action was preliminarily 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 those rules 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 members of the Settlement Class.

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

### **THE LAWYERS REPRESENTING YOU**

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

The law firms of Keller Rohrback L.L.P., Kessler Topaz Meltzer & Check, LLP, Cohen Milstein Sellers & Toll PLLC, and Izard, Kindall & Raabe, LLP represent the Named Plaintiffs and the Settlement Class ("Settlement Class Counsel"). Keller Rohrback and Kessler Topaz have been appointed as Settlement Class Counsel Co-Chairs. You will *not* be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Prior to the Fairness Hearing, Class Counsel will apply for an award of attorneys' fees and expenses, and incentive awards for the Named Plaintiffs. The total amount that Class Counsel will seek for attorneys' fees, expenses, and incentive awards will not exceed \$500,000. SSM will be responsible for payment of this amount. Any payment of attorneys' fees, expenses, and incentive awards to Named Plaintiffs will not reduce the amount of the payments to the Plans or the one-time payments to be made to the Lump-Sum Class Members.

**Questions? Visit [www.kellersettlements.com](http://www.kellersettlements.com)  
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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 incentive awards 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 "*Feather v. SSM Health Care Corp.*, Case No. 16-cv-01669;" (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 May 23, 2019; (3) set forth your full name, current address, and telephone number; (4) set forth a statement of the objection you wish to assert, including the factual and legal support for the objection; (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 objection; (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 by no later than May 23, 2019, and mailed or faxed to the counsel listed below so that it is received by no later than May 23, 2019:**

#### File with the Clerk of the Court:

Clerk of the Court  
United States District Court  
Eastern District of Missouri  
Thomas F. Eagleton U.S. Courthouse  
111 South 10th Street  
Suite 3.300  
St. Louis, MO 63102

Re: *Feather v. SSM Health et al.*, No. 4:16-cv-01669-HEA

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

#### CLASS COUNSEL:

Lynn Lincoln Sarko Laura R. Gerber KELLER ROHRBACK L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101 Fax: (206) 623-3384	Ron Kilgard KELLER ROHRBACK L.L.P. 3101 North Central Avenue, Suite 1400 Phoenix, AZ 85012 Fax: (602) 248-2822	Mark K. Gyandoh KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087 Fax: (610) 667-7056
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#### DEFENDANTS' COUNSEL:

Amy L. Blaisdell  
GREENSFELDER, HEMKER & GALE, P.C.  
10 South Broadway, Suite 2000  
St. Louis, Missouri 63102  
Fax: (314) 345-4792

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



**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 THE NAMED PLAINTIFFS.**

### **THE COURT'S FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing on June 6, 2019, at 11:00 A.M. CDT, at the United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, MO, Courtroom 10 North.

**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 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 incentive awards 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 Autrey 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 or filed 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 *Feather v. SSM Health Care Corp.*, Case No. 16-cv-01669." 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 May 23, 2019, and must be filed with the Clerk of the Court, postmarked no later than May 23, 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 member of the Settlement Class, 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.kellersettlements.com](http://www.kellersettlements.com).

DATED: February 19, 2019

By Order of the Court  
Hon. Henry E. Autrey  
United State District Judge  
Eastern District of Missouri

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

