

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

**NOTICE OF PROPOSED SETTLEMENT OF ERISA CLASS ACTION LITIGATION  
AND SETTLEMENT FAIRNESS HEARING**

This notice (“Notice”) advises you of a proposed settlement (the “Settlement”) of a class action lawsuit brought by Plaintiffs David Lupp, Janet Whaley, Leslie Beidelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick (the “Plaintiffs”) on behalf of themselves, the Plans (referred to below), and members of a Settlement Class against Defendants, alleging that the Defendants breached their fiduciary duties and violated the federal law governing pension plans, the Employee Retirement Income Security Act of 1974 (“ERISA”). Plaintiffs and Defendants are referred to in this Notice as the “Parties.”

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

Your legal rights might be affected if you are a current or former participant (vested or non-vested) or beneficiary of one of the following defined benefit pension plans, or of one of the earlier plans, shown in parenthesis below, which were subsequently merged into one of the seven current plans (collectively, the “Plans”) and are included in the proposed settlement:

**(a) Mercy Health Partners - Northern Region Retirement Plan** (including the following merged plans: the St. Charles Mercy Hospital Retirement Plan, the St. Vincent Medical Center Defined Benefit Plan, the St. Anne Mercy Hospital Retirement Plan (also known as the Riverside Mercy Hospital Retirement Plan), the Mercy Hospital Plan of Tiffin, Ohio, and the Mercy Health Partners - Northern Region Retirement Plan (Tiffin)).

**(b) St. Rita’s Medical Center Retirement Plan (Lima).**

**(c) Community Health Partners Regional Medical Center Employees’ Defined Benefit Pension Plan (Lorain)** (including the following merged plans: the St. Joseph Hospital and Health Center Defined Benefit Pension Plan and the Lakeland Community Hospital Defined Benefit Pension Plan).

**(d) Retirement Plan for Employees of Humility of Mary Health Partners (Youngstown)** (including the following merged plans: the Retirement Plan for

Employees of St. Elizabeth Hospital Medical Center and the Retirement Plan for Employees of St. Joseph Riverside Hospital,).

**(e) Mercy Health Partners Pension Plan (Northeast Pennsylvania)** (including the following merged plans: Mercy Health Partners Pension Plan (NEPA - Scranton), the Mercy Health System Northeast Region Defined Benefit Plan 1, the Mercy Health System Northeast Region Defined Benefit Plan 2, and the Mercy Health Partners Wilkes-Barre Employees' Pension Plan (NEPA - WB)).

**(f) Mercy Health System - Western Ohio Retirement Plan (Springfield Mercy)** (including the following merged plans: the Mercy Memorial Hospital Retirement Plan, the Mercy Medical Center Retirement Plan, the Mercy Health System – Western Ohio Acute Care Facility Retirement Plan, the Mercy Siena Nursing Home Retirement Plan, the McAuley Center Retirement Plan, and the Mercy Health System – Western Ohio Long Term Retirement Plan).

**(g) Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)** (including the following merged plans: the Anderson Mercy Hospital Plan, the Sisters of Mercy of Hamilton, Ohio Retirement Plan, and the Clermont Mercy Hospital Retirement Plan).

Plaintiffs in this litigation have requested that the Court certify a non-opt-out class of current and former participants and beneficiaries in all of the above-listed Plans for settlement purposes only (the “Settlement Class”) and have further requested that the Court approve a proposed settlement (the “Settlement”) described in more detail below.

This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Class Action Settlement Agreement (the “Settlement Agreement”). The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, are available at <http://ikrlaw.com/file/mercy-health/>.

The Plaintiffs brought this lawsuit alleging that the Defendants did not operate the Plans in accordance with ERISA. Defendants claim that the Plans do not have to satisfy ERISA's requirements because they qualify as exempt “Church Plans.” The Settlement resolves all claims in the Action against Defendants. The Settlement is not, and should not be construed as, an admission of any fault, liability or wrongdoing whatsoever by any of the Defendants. Defendants continue to deny any and all of the allegations of the Complaint and/or any wrongdoing. Plaintiffs and Class Counsel believe that the Settlement provides substantial financial and Plan administration protections for the Settlement Class, and, when considered in light of the risks involved in the litigation, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

**Identification of Class Counsel:** Any questions regarding the Settlement should be directed to Class Counsel: Mark Kindall or Douglas Needham of IZARD, KINDALL & RAABE, LLP, 29 South Main Street, Suite 305, West Hartford, Connecticut 06107, or Mark Gyandoh of KESSLER TOPAZ MELTZER & CHECK, LLP, 280 King of Prussia Road, Radnor, Pennsylvania, 19087. Information concerning the Settlement is also available at <http://ikrlaw.com/file/mercy-health/>. **Please do not contact the Court.** The Court cannot answer your questions.

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.**

<i><b>YOUR LEGAL RIGHTS AND OPTIONS</b></i>	
<b>DO NOTHING</b>	You do not need to do anything in response to this Notice. If the Settlement is approved by the Court and you are a member of the Settlement Class, you will receive the benefits of the Settlement and you will be bound by its terms, including the release of the Released Parties described at Question 7 below.
<b>FILE AN OBJECTION</b>	If you want to submit comments or objections to any aspect of the Settlement, you may write to the Court. <i>See</i> Paragraph 11 below.
<b>GO TO A HEARING</b>	If you submit comments or objections to the Settlement to the Court, you and/or your attorney may appear at the Fairness Hearing and ask to speak to the Court. <i>See</i> Questions 13 and 14 below.

### **BASIC INFORMATION**

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

Either you or someone in your family may have been a participant in or beneficiary of one of the Plans during the Class Period. The Court has directed that this Notice be sent to you because, as a potential member of the Settlement Class, you have a right to know about the proposed Settlement with Defendants before the Court decides whether to approve the Settlement.

This Notice explains the Action, the Settlement, and your legal rights. The purpose of this Notice is to inform you of a hearing (the “Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Settlement, and to consider the application of Class Counsel for their attorneys’ fees and reimbursement of litigation expenses as well as an application for Case Contribution Awards for the Settlement Class Representatives.

The Fairness Hearing will be held at 10:00 a.m. on November 28, 2018 before the Honorable Stephanie K. Bowman, U.S.M.J. in the United States District Court for the Southern District of Ohio, Western Division, Potter Stewart U.S. Courthouse, Room 706, 100 East Fifth Street Cincinnati, OH 45202, to determine:

- a) Whether the Settlement should be approved as fair, reasonable, and adequate;
- b) Whether the Complaint should be dismissed with prejudice pursuant to the terms of the Settlement;
- c) Whether the Class Notice provided for by the Settlement Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law;
- d) Whether the Settlement Class should be certified pursuant to Federal Rule of Civil Procedure 23(a) and (b) for purposes of the Settlement and, with respect thereto, whether Izard, Kindall & Raabe, LLP and Kessler Topaz Meltzer & Check, LLP should be appointed as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g) and Strauss Troy Co., LPA should be appointed as Liaison Class Counsel for the Settlement Class.

The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, Lump Sum Payments will be issued only 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 preliminarily certified the Action as a class action for settlement purposes only. You are a member of the Settlement Class if you were a past or present participant (vested or non-vested) in or beneficiary of one of the Plans as of the Effective Date of the Settlement (the "Settlement Class").

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

On March 30, 2016, a putative class action complaint was filed in the Court against Mercy Health and other Defendants alleging violations of ERISA. The complaint alleged that Defendants denied the Plans' participants and beneficiaries the protections of ERISA by claiming the Plans were "church plans" that were exempt from ERISA. On August 11, 2016, the case was consolidated with two other cases alleging substantially similar claims, and was restyled "In re Mercy Health ERISA Litigation, Civil Action No. 1:16-cv-00441-SJD". A copy of the Master Consolidated Complaint ("Complaint") is available at <http://ikrlaw.com/file/mercy-health/>. Defendants filed a motion to dismiss the Complaint on November 13, 2017, arguing that the Plans are ERISA-exempt church plans, and Plaintiffs opposed the motion on January 12, 2018. The Court has not decided the motion to dismiss.

On February 27, 2018, the Parties attempted to resolve the case through mediation. In preparation for the mediation session, Plaintiffs reviewed the terms of each of the Plans and the Plans' financial conditions, and consulted with an actuarial expert regarding the current levels of funding for the Plan's trust funds. The Parties hired an experienced mediator who helped the Parties negotiate. At the end of the mediation session on February 27, 2018, the Parties reached an agreement in principle on some of the terms of the Settlement. Defendants subsequently provided Plaintiffs with additional information, and additional negotiations took place over the course of the next several months concerning all of the details of the Settlement.

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

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All of the individuals on whose behalf the plaintiffs in this Action are suing are "Settlement Class Members," and they are also referred to in this Notice as members of the Settlement Class. The Court resolves the issues for all Settlement Class Members. U.S. Magistrate Judge Stephanie K. Bowman is now presiding over this case.

#### **5. Why is there a settlement?**

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

As with any litigation, the Parties would face an uncertain outcome if the Action were to continue. Continued litigation of the Action against Defendants could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all. Throughout this Action, the Settlement Class Representatives and Defendants have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the Settlement Class Representatives were to prevail at trial. Defendants, among other things: (1) have denied, and continue to deny, the material allegations of the Complaint; (2) have denied, and continue to deny, any wrongdoing or liability whatsoever; (3) believe that they acted at all times reasonably and prudently with respect to the Plans, all participants and beneficiaries, and the Settlement Class; (4) would assert numerous defenses if this Settlement is not consummated; and (5) are entering into the Settlement solely to avoid the cost, disruption, and uncertainty of litigation. Nevertheless, 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.

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. Throughout the Settlement negotiations, the Plaintiffs and the Defendants were advised by various consultants and experts, including individuals with expertise in ERISA's funding requirements. Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interest of the Class.

## 6. What does the Settlement Agreement provide?

In general terms, the Settlement provides that Defendants will continue to operate the Plans as “church plans,” and Plaintiffs and Settlement Class Members will provide a release of claims, as described in the next paragraph. In exchange, the Settlement provides the following benefits to the Settlement Class:

***Benefits Commitment:*** For a period of nine (9) years, if any of the Plans are unable to pay the accrued benefits due to Settlement Class Members, Mercy Health will guarantee, and cause any successor of Mercy Health to guarantee, that the trust funds of each of the Plans shall have sufficient funds to pay the benefits due. Furthermore, if the Plans are merged with or into another plan during that nine-year period, the Plans’ participants will be entitled to the same (or greater) benefits post-merger as they enjoyed before the merger.

***Additional Information for Plan Participants:*** For a period of nine (9) years, Mercy Health will make a Plan summary available electronically, which will disclose the Plans’ fiduciaries, the persons or entities with authority to make Plan amendments, describe the benefits available under the Plans, the distribution options and other general information. Additionally, over the same nine-year period, each Settlement Class Member shall be able to obtain up-to-date information about their plan benefits, including information about their accrued benefits and projected benefits, either through a toll-free number, a website or a printed statement.

***Additional Payment to Certain Settlement Class Members Who Took Lump-sum Distributions from January 1, 2011 Through and Including February 27, 2018:*** Settlement Class Members who received a voluntary lump-sum distribution of a traditional annuity benefit, either from the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan or the St. Rita’s Medical Center Retirement Plan during the time period from January 1, 2011 through February 27, 2018, may be eligible to receive an additional \$450 as a lump-sum payment under the Settlement. A list showing the initials of Settlement Class Members that are entitled to this lump-sum payment (the “Lump Sum Class Members”), shown for each of the Plans, is available at <http://ikrlaw.com/file/mercy-health/>. There will be a toll-free telephone number – 877-783-1282 – that is available to answer questions Lump Sum Class Members have about their \$450 lump sum payment. The total amount of payments to be made pursuant to this provision is \$625,500.

Each Lump Sum Class Member will receive an election form permitting them to roll over their distribution into another qualified retirement account or receive a lump sum cash payment. Lump Sum Class Members will have sixty (60) days to mail a completed rollover form to their respective Plans, providing instructions as to where these Plans will deposit the \$450 rollover payment. The Plans will process these rollover instructions within ninety (90) calendar days in accordance with the Class Members’ instructions. Lump Sum Class Members who do not elect to roll over their distribution (or who do not timely submit a rollover election form) will receive their distribution directly in the form of a check, and appropriate taxes will be deducted from each such check issued. Checks not cashed within ninety (90) days will be void and a stop-payment may be placed on them. Lump Sum Class Members who do not cash their checks within the ninety day period will be deemed to have waived their right to a lump sum payment under the Settlement, but will remain bound to all other provisions of the Settlement.

***Payment of attorneys' fees and expenses and case contribution awards:*** Defendants have agreed to pay Plaintiffs' reasonable attorneys' fees and expenses as well as case contribution awards to the named Plaintiffs for their efforts on behalf of the Settlement Class. The amounts to be paid for attorneys' fees and expenses and for case contribution awards is to be determined by the Court at its discretion, but the Parties have agreed that the total amount Defendants will be required to pay for all of these items combined will not exceed \$850,000. Plaintiffs intend to seek Court approval of case contribution awards of \$2,000 for each named Plaintiff, and attorneys' fees and expenses in the amount of \$ 826,000. Any such payment will not reduce the amount of the guarantee, the amount of the lump sum payments, or otherwise affect any other benefit received by the Class under the Settlement. The Settlement Agreement is not contingent upon the Court's award of attorneys' fees or expenses or case contribution awards for the named plaintiffs.

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 <http://ikrlaw.com/file/mercy-health/>.

## **7. 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 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 the distributions to the Lump Sum Class Members, any current or prospective challenge to the "Church Plan" status of the Plans. Plaintiffs and the Settlement Class will expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor and any and all provisions, rights and benefits of any similar statute, law or principle or common law of the United States, any state thereof, or any other jurisdiction."

The claims released in the Settlement Agreement do not include: (a) any rights or duties arising out of the Settlement Agreement; (b) individual claims for benefits brought under state law (provided that no Settlement Class member shall challenge the Plan's status as a church plan exempt from ERISA in any such claim); (c) claims related to any other plan that is merged into or consolidated with any of the Plans after April 26, 2018; (d) claims that might arise if the Roman Catholic Church ever disassociates itself from the Plans' sponsors, unless the Plans' sponsors promptly associate with another church, any claim arising prospectively under ERISA; and (e) any claim arising under ERISA with respect to any event occurring after: (i) the Internal Revenue Service issues a written ruling that the Plan(s), or any of them, do not qualify as a church plan (limited only to claims by members of the Plan or Plans covered by such a ruling),

(ii) a Plan makes an election under IRC § 410(d) to be covered by ERISA (limited only to claims by members of the Plan or Plans that make such an election); (iii) an amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the Church Plan exemption in ERISA; or (iv) the Roman Catholic Church claims no association with the Plans' Sponsor.

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

No. The Court determined that the Settlement Class should be certified as a non-opt out class under Federal Rule of Civil Procedure 23(b)(1) and/or 23(b)(2). Thus, it is not possible for any of the member of the Settlement Class to exclude himself/herself 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 the Defendants or are otherwise included in the release under the Settlement.

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

### **THE LAWYERS REPRESENTING YOU**

#### **9. Do I have a lawyer in this case?**

During the litigation, the law firms of Izard, Kindall & Raabe, LLP and Kessler Topaz Meltzer & Check, LLP were appointed by the Court as Interim Co-Lead Class Counsel and Strauss Troy Co., LPA was appointed as Interim Liaison Class Counsel. These lawyers continue to represent the Settlement Class Representatives and the Settlement Class through the Settlement. 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.

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

To date, Class Counsel have not received any payment for their services in prosecuting this Action on behalf of the Settlement Class, nor have counsel been reimbursed for their out-of-pocket expenses. If the Court approves the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees and expenses, to be paid by Defendants. The Class will not be responsible for any payments to Class Counsel, and the Court will determine the actual amount of the award, if any, to be paid to Class Counsel by Defendants.

### **OBJECTING TO THE SETTLEMENT**

#### **11. Right to File Objections to the Proposed Settlement**

Any member of the Settlement Class may object to the fairness, reasonableness, or adequacy of the Settlement, or to any term of the Settlement Agreement, by filing an objection in writing with the Court, either in person or by mail, so that it is received by November 14, 2018. The address for filing is:



Clerk of the Court  
United States District Court  
Southern District of Ohio  
Potter Stewart U.S. Courthouse  
100 East Fifth Street  
Room 103  
Cincinnati, OH 45202

Re: *In re Mercy Health ERISA Litigation*  
No. 1:16-cv-00441-SJD-SKB

A form to be used for objections is attached to this Notice. If you file an objection to the Settlement, your objection must be **signed** and must include the **case name and number** (*In re Mercy Health ERISA Litigation*, No. 1:16-cv-00441-SJD), **your full name, current address, and telephone number**, and a **description of your objection**, including whatever factual and legal support as you believe to be appropriate. You must also provide the following additional information if the listed conditions apply:

- (1) If you want to call any witnesses in support of your objection, provide their names and addresses, together with a brief summary of their testimony;
- (2) if you want to submit documents in support of your objection, provide copies of each document;
- (3) if you are represented by an attorney or attorneys, provide their name(s), address(es) and phone number(s); and
- (4) if you have previously appeared as an objector, or if any of your attorneys have provided legal assistance in preparing an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number.

**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.**

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

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

The Court will hold a Fairness Hearing at 10:00 a.m. on November 28, 2018, at the United States District Court for the Southern District of Ohio, Potter Stewart Courthouse, 100 East Fifth Street, Cincinnati, Ohio, 45202 in the Courtroom then occupied by Magistrate Judge Stephanie K. Bowman.

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. We do not know how long these decisions will take.

**13. Do I have to come to the Fairness Hearing?**

No. Class counsel will answer any questions that the Court may have concerning the Settlement. Though you or your lawyer are welcome to attend at your own expense, attendance is not required even if you have filed an objection. As long as you filed and mailed your written objection so it was received before the deadline, the Court will consider it.

**14. 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 indicate your intention on your objection form, which must be received by the Court by no later than November 14, 2018.

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

**IF YOU DO NOTHING**

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

If you do nothing and you are a Settlement Class Member, you will release and dismiss your claims against Defendants and receive the benefits of the Settlement as described above in this Notice if the Settlement is approved.

**GETTING MORE INFORMATION**

**16. How do I get more information?**

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. Copies of the Settlement Agreement, as well as the Motion for Preliminary Approval seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, have been posted online at <http://ikrlaw.com/file/mercy-health/>. You may also obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed above.

Dated: August 8, 2018

BY ORDER OF THE COURT

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

**NOTICE OF CLASS MEMBER OBJECTION  
YOU MUST FILE THIS OBJECTION WITH THE COURT**

Class Member Name:
<u>Address:</u>
<u>Telephone Number:</u>
If you are represented by an attorney or attorneys, provide the name, address and telephone number of each attorney:
Reason for Objecting to the Proposed Settlement (you may attach additional pages if desired):

1. Do you, or your attorney, want to speak at the Fairness Hearing? (circle one) **Yes** **No**
2. Do you intend to present any witnesses at the Fairness Hearing? (circle one) **Yes** **No**
3. Do you want to submit documents to support your objection? (circle one) **Yes** **No**
4. Have you previously objected to any class action settlement? (circle one) **Yes** **No**
5. Has any attorney representing you provided legal assistance in preparing an objection to another class action settlement? (circle one) **Yes** **No**

***If you answered "yes" to questions 2-5, or one of them, please provide additional information as described on reverse side of this form.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

If you intend to call any witnesses in support of your objection, please state the name and address of each witness and provide a brief summary of his or her testimony (attach additional pages if necessary).

If you want the Court to consider any documents in support of your objection, please attach copies to your objection when you file it with the Court.

If you have previously filed an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number (attach additional pages if necessary).

If any attorney representing you with respect to your objection provided legal assistance in preparing an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number (attach additional pages if necessary).