

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

STARLA ROLLINS and PATRICIA WILSON, on
behalf of themselves, individually, on behalf of all
others similarly situated, and on behalf of the Dignity
Plan,

Plaintiffs,

MICHELLE HALL, JENIFER HEINER, and
CHRISTINE MONTOYA,

Intervenor Plaintiffs,

v.

DIGNITY HEALTH, a California Non-profit
Corporation, HERBERT J. VALLIER, an individual,
DARRYL ROBINSON, an individual the Dignity
Health Retirement Plans Subcommittee, and JOHN
and JANE DOES, each an individual, 1-20,

Defendants.

No. 13-CV-1450 JST

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,
FINAL APPROVAL HEARING, AND MOTION FOR ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES, AND INCENTIVE AWARDS**

This notice ("Class Notice") summarizes the proposed Second Restated and Amended Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") of the class action lawsuit, *Rollins v. Dignity Health*, No. 13-1450 (N.D. Cal.) (the "Action"). In the Action, Starla Rollins and Patricia Wilson (the "Named Plaintiffs"), joined by Intervenor Michelle Hall, Jenifer Heiner, and Christine Montoya (the "Intervenors," referred to together with the Named Plaintiffs as the "Plaintiffs"), allege that Defendant Dignity Health ("Dignity Health") 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 Dignity Health Pension Plan ("Plan"). Dignity Health denies all of these allegations. You are receiving this Class Notice because you are a past or present participant, or a beneficiary of a participant in the Plan.

Questions? Visit

**www.kellersettlements.com or www.cohenmilstein.com/Dignity-settlement
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as they cannot answer your questions.**

This notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement itself, which is available:

- on the websites for this case, www.kellersettlements.com, www.cohenmilstein.com/Dignity-settlement, or <https://ikrlaw.com/file/DignityHealth>;
- from Class Counsel, who may be reached by phone, (888) 689-1315, or email, dignitysettlement@kellerrohrback.com;
- from Vesting Subclass Counsel, who may be reached by phone, (860) 493-6292, or email, ofaircloth@ikrlaw.com;
- on the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records ("PACER") system at <https://ecf.cand.uscourts.gov>; or
- by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Suite 400 S, 1301 Clay Street, Oakland, California 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

Your pension benefit will *not* increase or be recalculated as part of the Settlement. As explained in more detail below, the Settlement provides for:

- mandatory contributions to the Plan Trust over five years;
- one-time payments to certain former employees of Dignity Health whose retirement benefits allegedly did not vest as required (totaling \$950,000.00, allocated among those former employees);
- one-time payments of \$365.75, \$548.60, or \$975.32 to certain participants whose benefit accruals were allegedly altered without notice (totaling \$825,000); and
- other relief concerning administration of the Plan, provision of information, and protection of accrued benefits.

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, including the Vesting Subclass, against Defendants in the Action. Plaintiffs claim that the Plan was improperly operated by Dignity as a "Church Plan" exempt from the requirements imposed by ERISA. Plaintiffs claim that, among other violations, Defendants deprived them of ERISA protections, including pension plan insurance; underfunded the Plan by up to \$1.5 billion; failed to conform the Plan to ERISA standards; and failed to furnish Plaintiffs or any member of the Settlement Class with ERISA-required notices concerning Plan funding, benefits, and other matters. Defendants deny all of these claims. Defendants deny these claims and contend that the Plan was operated properly as a Church Plan, exempt from ERISA, at all times.

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Named Plaintiffs, on behalf of themselves and the Settlement Class, and Intervenor, on behalf of themselves and the Vesting Subclass, have agreed to settle all Released Claims against Defendants and other Releasees (as defined in the Settlement Agreement) in exchange for:

1) mandatory contributions to the Plan Trust over five years, paid as follows: \$50 million in 2020; the greater of \$50 million or the amount of the Minimum Contribution Recommendation calculated by the Plan's Actuaries for 2021; and for 2022-2024, cash contributions not less than in the amount of the Minimum Contribution Recommendation calculated by the Plan's Actuaries for 2022, 2023 and 2024;

2) one-time payments totaling \$950,000, apportioned among the 3,284 members of the Vesting Subclass, which consists of the members of the Settlement Class who are former Participants in the Cash Balance portion of the Plan who terminated employment on or after April 1, 2013, and on or before March 27, 2019, and completed at least three (3) but less than five (5) years of vesting service;

3) one-time payments totaling \$825,000 apportioned among a group of participants with an additional claim (the PEP Plus Claimants, defined below); and

4) non-monetary relief concerning administration of the Plan and protection of accrued benefits.

Because the Plan is a defined benefit pension plan, and not a defined contribution plan with individual accounts, the cash contributions to the Plan Trust 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. You will not receive any individual cash recovery for the cash contributions to the Plan Trust. Additionally, the Settlement provides non-monetary equitable consideration, in that current participants in the Plan will receive certain financial and administrative protections.

The Court has not yet decided whether to approve the Settlement. Additionally, to date, Class Counsel and Vesting Subclass Counsel have *not* received any payment for their services in prosecuting this Action on behalf of the Settlement Class or the Vesting Subclass, nor have Class Counsel or Vesting Subclass 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: All participants, former participants, or beneficiaries of the Dignity Health Pension Plan as of the date of full execution of the Settlement Agreement. The Settlement Agreement was fully executed on April 13, 2021.

“PEP Plus Claimants” means: All members of the Settlement Class as of January 1, 2014, whose benefit accruals were calculated using the “PEP Plus” formula and who, between January 1 and April 1, 2014, were not members of the labor union that collectively bargained with Dignity Health regarding the 2014 changes to the PEP Plus accrual formula and who were negatively impacted by the 2014 changes.

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“Vesting Subclass” means: The members of the Settlement Class who are former Participants in the Cash Balance portion of the Plan who terminated employment on or after April 1, 2013, and on or before March 27, 2019, and completed at least three (3) but less than five (5) years of vesting service.

Identification of Notice Administrator: Defendants have retained Angeion Group to give notice of the Preliminary Approval Order to the Settlement Class, including the Vesting Subclass, in the form and manner approved by the Court, which may include email notice.

Identification of Class Counsel and Vesting Subclass Counsel: Any questions about the Settlement should be directed to Class Counsel or Vesting Subclass Counsel. For Class Counsel, please contact: attorney Christopher Graver or paralegal Jennifer Tuato’o at Keller Rohrbach L.L.P., 1201 Third Avenue, Suite 3200, Seattle, WA 98101. Class Counsel may be contacted either by calling (888) 689-1315 or via email at Dignitysettlement@kellerrohrbach.com. For Vesting Subclass Counsel, please contact: Attorney Oren Faircloth at Izard, Kindall & Raabe, LLP, 29 South Main Street, Suite 305, West Hartford, CT 06107, either by calling (860) 493-6292, or via email at ofaircloth@ikrlaw.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, INCLUDING THE VESTING SUBCLASS.

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 or the Vesting Subclass, you do not need to do anything.
YOU CAN OBJECT NO LATER THAN JANUARY 28, 2022 . 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.

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ACTIONS YOU MAY TAKE IN THE SETTLEMENT	
YOU CAN GO TO THE FINAL APPROVAL HEARING ON MARCH 3, 2022, AT 2:00 P.M. PACIFIC TIME* BY FILING A NOTICE OF INTENTION TO APPEAR.	<p>If you have submitted a timely written objection to the Court, you can appear at the Final Approval Hearing. You may enter your appearance in Court through an attorney (at your expense) if you so desire.</p> <p>* The date and time of the Final Approval Hearing may change without further notice to the Settlement Class or the Vesting Subclass. You should confirm the date and time on the Settlement website or the Court's PACER site mentioned above.</p>
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This Action was filed in federal district court in California against Dignity Health, and other Defendants named in the Complaint. The Plaintiffs and Defendants are referred to herein as the “Parties.”

BASIC INFORMATION

1. Why did I get this Class Notice?

Either you or someone in your family is a current or former participant (vested or non-vested) or beneficiary of the Plan as of April 13, 2021. The Court has directed that this Class Notice be sent to you because, as a potential member of the Settlement Class or the Vesting Subclass, 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 or for the benefit of the Class and the Vesting Subclass, as described in detail in Section 3 of this Notice, and Sections 7 and 8 of the Settlement Agreement.

This Class Notice explains the Action, the Settlement, and your legal rights. The purpose of this Class Notice is to inform you of the Final Approval 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 and Vesting Subclass Counsel for their attorneys’ fees and reimbursement of litigation expenses as well as an application for an Incentive Award to the Plaintiffs.

The Final Approval Hearing will be held **by videoconference only on March 3, 2022, at 2:00 p.m.** before the Honorable Jon S. Tigar, United States District Court for the Northern District of California, Courtroom 6, 2nd Floor, 1301 Clay Street, Oakland, California 94612, 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 Vesting Subclass 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;
- (e) 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, including the Vesting Subclass;
- (f) Whether the requirements of the Class Action Fairness Act have been satisfied;

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- (g) Whether to approve an Incentive Award to the Plaintiffs and, if so, the amount;
- (h) Whether to award attorneys' fees and reimburse litigation expenses to Class Counsel who represent the Settlement Class Members and, if so, the amounts; and
- (i) Whether to award attorneys' fees and reimburse litigation expenses to Vesting Subclass Counsel who represent the Vesting Subclass Members and, if so, the amounts.

A notice with information on how to appear at the hearing via Zoom will be filed on the docket closer to the hearing date. Information on electronic hearings before Judge Tigar is available on the Court's public website, <https://cand.uscourts.gov/judges/tigar-jon-s-jst/>. The date and time of the Final Approval Hearing may change without further notice to the Settlement Class and the Vesting Subclass. You should confirm the date and time on the Settlement website or the Court's PACER site mentioned above.

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 Action as a class action for settlement purposes only. The Settlement Class is defined as: "All participants, former participants, or beneficiaries of the Dignity Health Pension Plan as of the date of full execution of the Settlement Agreement." The Vesting Subclass is defined as: "The members of the Settlement Class who are former Participants in the Cash Balance portion of the Plan who terminated employment on or after April 1, 2013, and on or before March 27, 2019, and completed at least three (3) but less than five (5) years of vesting service."

3. What does the Settlement provide?

The Settlement provides for mandatory contributions to the Plan Trust over five years. **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 on account of the contributions to the Plan.** Those contributions will be made in the following manner:

- \$50 million in 2020;
- the greater of \$50 million or the amount of the Minimum Contribution Recommendation calculated by the Plan's Actuaries for 2021; and
- for 2022-2024, cash contributions not less than in the amount of the Minimum Contribution Recommendation calculated by the Plan's Actuaries for 2022, 2023 and 2024.

The "Minimum Contribution Recommendation" is an amount calculated each year by independent actuaries hired by Dignity Health.

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The Settlement also provides for one-time payments totaling \$950,000 to be apportioned among the 3,282 members of the Vesting Subclass. If the Settlement is approved, members of the Vesting Subclass will receive a one-time payment, allocated among them in proportion to the amount of their unvested retirement account balances at the time they separated from employment with Dignity.

The Settlement also provides for one-time payments totaling \$825,000 to be apportioned among the 1,050 PEP Plus Claimants. If the Settlement is approved, the PEP Plus Claimants are expected to receive a one-time payment of approximately \$365, \$548, or \$975, depending on their years of vesting service as of January 1, 2014.

Additionally, the Settlement provides significant non-monetary consideration. Participants and beneficiaries will have access to Summary Plan Descriptions (“SPDs”) that identify the name and address of the Plan Sponsor, the Plan Administrator, and the participating employers, and describe how benefits are paid, the pension formula, vesting requirements, requirements for participating in the Plan, and the claims review procedures; a summary annual report identifying the Plan by name and EIN number, and stating the Plan year dates, funding arrangement, number of participants, and value of net assets; and Accrued Benefits information, including an online tool for projecting a Participant’s future benefits. For five years after the Effective Date, the Dignity Health Retirement Plans Sub-Committee will include two employees who are not employees of Dignity Health or its affiliates. The Settlement also protects the existing Accrued Benefits of Plan participants in the event of an amendment or termination of the Plan, and provides that if the Plan terminates, each participant’s Accrued Benefit will be 100% vested; and, for ten (10) years, the Settlement protects the existing Accrued Benefit of a Plan participant upon transfer, merger, or consolidation of the Dignity Health Plan with another plan by providing that such Accrued Benefit will not be reduced solely on account of the merger, consolidation or transfer.

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, www.cohenmilstein.com/Dignity-settlement, or <https://ikrlaw.com/file/DignityHealth/>.

Plaintiffs will seek a total of \$6,207,500 to fund attorneys’ fees, expenses, and incentive awards, as follows:

Class Counsel and Named Plaintiffs. Named Plaintiffs will seek up to \$6,150,000 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. Class Counsel has requested that the Court award \$10,000.00 each to Starla Rollins and Patricia Wilson, as Incentive Awards to be deducted from the attorneys’ fees award. *See* Settlement Agreement Sections 7.1.8, 7.1.10. If the Court awards less than \$6,150,000, Dignity will contribute the difference between the amount awarded and \$6,150,000 to the Plan Trust.

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Vesting Subclass Counsel and Intervenor. Intervenor will further seek up to \$50,000 to be used to fund Vesting Subclass Counsel's requested fees and out of pocket expenses, as well as \$7,500 to fund Incentive Awards to the three Intervenor, for a total of \$57,500. The District Court has the sole discretion as to whether to award attorneys' fees, reimbursement of expenses, or Incentive Awards to the Intervenor, and, if so, in what amounts. Vesting Subclass Counsel has requested that the Court award \$2,500.00 each to Michelle Hall, Jenifer Heiner, and Christine Montoya, as Incentive Awards in addition to the attorneys' fees award. *See* Settlement Agreement Sections 7.1.9, 7.1.10. If the Court awards less than \$57,500, Dignity will increase the amount of the total payment to the Vesting Subclass by the difference between the amount awarded and \$57,500.

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, www.cohenmilstein.com/Dignity-settlement, or <https://ikrlaw.com/file/DignityHealth>.

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

On April 1, 2013, Plaintiff Rollins filed a putative class action complaint in the Northern District of California against Dignity Health and other Defendants, alleging violations of ERISA and improper treatment of the Plan as a "church plan," resulting in, among other things, allegedly placing participants and beneficiaries at risk by underfunding the Plan. Over the next year and a half, in the course of very active litigation and discovery, Rollins defeated Defendants' motion to dismiss, defeated Defendants' motion for summary judgment, and prevailed on her own summary judgment motion that a "church plan" under ERISA must be established by a church. Rollins also defeated Defendants' initial motion for an interlocutory appeal of the ruling on the motion to dismiss. Subsequently, after entering partial summary judgment for Rollins, the Court stayed all proceedings and allowed Defendants to appeal.

After full briefing and oral argument, on July 26, 2016, the United States Court of Appeals for the Ninth Circuit unanimously affirmed the District Court's ruling in Rollins' favor. However, the Supreme Court then agreed to review the Ninth Circuit's decision and consolidated this case with two other "church plan" cases in which the plaintiffs had similarly prevailed in the Third and Seventh Circuit Courts of Appeal. After full briefing and argument, the Supreme Court reversed the decisions of the Third, Seventh and Ninth Circuits, holding that pension plans need not be established by churches in order to qualify as ERISA-exempt church plans, as long as other conditions necessary for church plan status are satisfied. *Advocate Health Care Network v. Stapleton*, 137 S. Ct. 1652 (2017). Since the interlocutory appeal had resolved only one of the issues raised by Plaintiff, this case was remanded for further proceedings on Rollins' other ERISA liability theories.

Shortly after the District Court formally lifted the stay of proceedings on October 1, 2017, Plaintiff Rollins, joined by new Plaintiff Patricia Wilson, filed an amended complaint with additional ERISA claims and alternative claims under state law. Defendants promptly moved to dismiss. On September 6, 2018, the Court denied Defendants' motion to dismiss in part, and

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granted it in part with leave to amend, which Named Plaintiffs did. Defendants answered the Second Amended Complaint on October 25, 2018, and the parties began the process of completing pending discovery as well as engaging in new discovery in advance of an August 2, 2019 deadline for filing a motion to certify a class.

At the same time, the parties began a mediation process and associated informal discovery that has resulted in this Settlement. The parties had previously mediated their dispute while the case was on appeal but did not reach agreement. In December 2018, the parties agreed on a mediator and traveled to Los Angeles in January and February 2019, for two day-long mediation sessions with an experienced mediator. The parties also continued to work on settlement remotely, and in March 2019, after innumerable calls and drafts, reached an agreement in principle. On April 23, 2019, the parties filed a Joint Notice of Settlement. The Settlement is the product of extensive, arm's-length negotiations between Class Counsel and Defendants' Representatives, with the assistance of an experienced third-party mediator. The Court initially denied preliminary approval of the parties' settlement, following which the Intervenor joined the Action and negotiated modifications to the settlement that increased the benefits to members of the Vesting Subclass. The Court has now given preliminary approval to the settlement with modifications that are contained in the Settlement Agreement.

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 members of the Settlement Class, including the members of the Vesting Subclass. The Court resolves the issues for all of the Settlement Class, including the Vesting Subclass. The Honorable Jon S. Tigar, United States District Judge, is presiding over this Action.

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 arising out of or related to the allegations of the Complaint that were brought or could have been brought as of the date of the Settlement Agreement by any member of the Settlement Class, including the Vesting Subclass, including any current or prospective challenge to the "Church Plan" status of the Plan, except that the 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, provided that no Settlement Class member, including members of the Vesting Subclass, shall challenge the Plan's status as a Church Plan. For the avoidance of doubt, this release by the Settlement Class, including the Vesting Subclass, includes any and all state law claims that were alleged, or could have been alleged, in the Action; (c) Claims related to any other plan that is merged, adopted, or consolidated into the Dignity Health Plan after the Term Sheet Date and before the Effective Date of Settlement; or (d) Any claim arising under ERISA with respect to any event occurring after: (i) the Internal Revenue Service issues a written ruling that the Plan does not qualify as a Church Plan which is not subject to challenge or appeal and is not subject to correction under

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29 U.S.C. § 1002 (33)(D); (ii) the Plan Sponsor elects to be governed by ERISA; or (iii) an amendment to ERISA is enacted and becomes effective as a law of the United States that applies to, and is binding upon, the Plan and that eliminates the Church Plan exception.

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, including the Vesting Subclass, to exclude themselves from the Settlement. As a member of the Settlement Class and/or the Vesting Subclass, 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 Settlement Class Members, including the Vesting Subclass.

Although members of the Settlement Class, including the Vesting Subclass, 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 Rohrbach L.L.P. and Cohen Milstein Sellers & Toll PLLC have been appointed as Interim Class Counsel by the Court to represent Named Plaintiffs and the Settlement Class (“Class Counsel”). The law firm of IZARD, Kindall & Raabe, LLP has been appointed as Interim Vesting Subclass Counsel by the Court to represent Intervenor and the Vesting Subclass (“Vesting Subclass 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 Final Approval Hearing, Class Counsel and Vesting Subclass Counsel will apply for an award of attorneys’ fees and expenses, and Incentive Awards for the Named Plaintiffs and the Intervenor. The total amount that Class Counsel will seek for fees, expenses, and Incentive Awards will not exceed \$6,150,000. The total amount Vesting Subclass Counsel will seek for fees, expenses, and Incentive Awards will not exceed \$57,500. 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. If the Court awards Class Counsel less than \$6,150,000, Dignity will contribute the difference between the amount awarded and \$6,150,000 to the Plan Trust. If the Court awards Vesting Subclass Counsel less than \$50,000, or Intervenor less than \$2,500 each, Dignity will increase the amount of the aggregate payment to the Vesting Subclass by the difference between the amounts awarded and \$57,500.

To date, Class Counsel and Vesting Subclass Counsel have *not* received any payment for their services in prosecuting this Action on behalf of the Settlement Class or the Vesting Subclass, nor have Class Counsel or Vesting Subclass Counsel been reimbursed for their out-of-pocket expenses. The Court will determine the actual amount of the award.

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OBJECTING TO THE SETTLEMENT

10. How do I tell the Court if I don't like the Settlement?

Any Settlement Class Member, including any Vesting Subclass Member, 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 Plaintiffs, may file an objection in writing. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order changes to the settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payment will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must: (1) clearly identify the case name and number "*Rollins v. Dignity Health*, No. 13-1450 JST;" (2) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Suite 400 S, 1301 Clay Street, Oakland, California 94612, or by filing them in person at any location of the United States District Court for the Northern District of California; (3) be filed or postmarked on or before January 28, 2022; (4) set forth your full name, current address, and telephone number; (5) state whether the objection applies only to you, to a specific subset of the class, or to the entire class; (6) set forth a statement of the position you wish to assert, including, with specificity, the factual and legal grounds for the position; (7) set forth the names and a summary of testimony of any witnesses that you might want to call in connection with the objection; (8) provide copies of all documents that you wish to submit in support of your position; (9) provide the name(s), address(es) and phone number(s) of any attorney(s) representing you; and (10) include your signature.

Your written objection must be filed or postmarked on or before January 28, 2022.

UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASS, INCLUDING THE VESTING SUBCLASS, 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 PLAINTIFFS.

Questions? Visit

**www.kellersettlements.com or www.cohenmilstein.com/Dignity-settlement
or <https://ikrlaw.com/file/DignityHealth>**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT
as they cannot answer your questions.**

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing by **Zoom videoconference only** on **March 3, 2022, at 2:00 p.m. PST**. A notice with information on how to appear at the hearing via Zoom will be filed on the docket closer to the hearing date. Information on electronic hearings before Judge Tigar is available on the Court's public website, <https://cand.uscourts.gov/judges/tigar-jon-s-jst/>. The date and time of the Final Approval Hearing may change without further notice to the Settlement Class or the Vesting Subclass. You should confirm the date and time on the Settlement website or the Court's PACER site mentioned above.

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 FINAL APPROVAL 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 Final Approval 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 Incentive Awards to the Plaintiffs. We do not know how long these decisions will take.

12. Do I have to come to the Final Approval Hearing?

Class Counsel and Vesting Subclass Counsel will answer questions Judge Tigar may have. You are welcome to come at your own expense. If you send a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. As long as you filed 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. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

13. May I appear at the Final Approval Hearing?

If you are a Settlement Class Member, including a Vesting Subclass Member, and you have filed a timely written objection, you may appear at the Final Approval Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Final Approval Hearing in *Rollins v. Dignity Health*, No. 13-1450." 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.

The date and time of the Final Approval Hearing may change without further notice to the Settlement Class or the Vesting Subclass. You should confirm the date and time on the Settlement website or the Court's PACER site mentioned above.

Questions? Visit

**www.kellersettlements.com or www.cohenmilstein.com/Dignity-settlement
or <https://ikrlaw.com/file/DignityHealth>**

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IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing and you are part of the Settlement Class, including the Vesting Subclass, 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 Class Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement, which may be obtained, as explained at the outset of this Notice, on Class Counsel's or Vesting Subclass Counsel's websites, by phone call or email to Class Counsel or Vesting Subclass Counsel, from the Court's PACER website, or in person at the Clerk's office in Oakland. You may also obtain a paper copy of the Settlement Agreement by making a written request to Class Counsel:

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DATED: _____, 2021 By Order of the Court
Hon. Jon S. Tigar
United State District Judge
Northern District of California

Questions? Visit

**www.kellersettlements.com or www.cohenmilstein.com/Dignity-settlement
or <https://ikrlaw.com/file/DignityHealth>**

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