

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

Judy Larson, Janelle Mausolf, and Karen  
Reese, individually and on behalf of  
themselves and all others similarly situated,

Plaintiffs,

vs.

Allina Health System; the Allina Health System Board of  
Directors; the Allina Health System Retirement Committee;  
the Allina Health System Chief Administrative Officer; the  
Allina Health System Chief Human Resources Officer; Clay  
Ahrens; John I. Allen; Jennifer Alstad; Gary Bhojwani;  
Barbara Butts-Williams; John R. Church; Laura Gillund;  
Joseph Goswitz; Greg Heinemann; David Kuplic; Hugh T.  
Nierengarten; Sahra Noor; Brian Rosenberg; Debra L.  
Schoneman; Thomas S. Schreier, Jr.; Abir Sen, Sally J.  
Smith; Darrell Tukua; Penny Wheeler; Duncan Gallagher;  
Christine Webster Moore; Kristyn Mullin; Steve Wallner;  
John T. Knight; and John Does 1–20,

Defendants.

Case No. 17-cv-03835 (SRN/SER)

**NOTICE OF CLASS ACTION SETTLEMENT**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS**

You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the Allina Health System (“Allina”) 403(b) Retirement Savings Plan (the “403(b) Plan”) and the Allina 401(k) Retirement Savings Plan (the “401(k) Plan” and, collectively, the “Plans”) indicate that you were a participant in one or both of the Plans who maintained a balance of any amount at any point during the period from August 18, 2011 and November 21, 2019, (the “Class Period”). As such, your rights may be affected by a proposed settlement of this class action lawsuit (the “Settlement”). **Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed Settlement are, what rights you have to object to the proposed Settlement Agreement if you disagree with its terms, and what deadlines apply.**

This Notice contains summary information with respect to the Settlement. The complete terms and conditions of the Settlement are set forth in a Settlement Agreement (“Settlement Agreement”). Capitalized terms used in this Notice, but not defined in this Notice, have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement is available at an Internet site dedicated to the Settlement, [www.AllinaERISAsettlement.com](http://www.AllinaERISAsettlement.com).

The Court in charge of this case is the United States District Court for the District of Minnesota. The persons who sued on behalf of themselves and the Plans are called the “Named Plaintiffs,” and the people they sued are called “Defendants.” The Named Plaintiffs are Judy Larson, Janelle Mausolf, and Karen Reese. The Defendants are Allina Health System; the Allina Health System Board of Directors; the Allina Health System Retirement Committee; the Allina Health System Chief Administrative Officer; the Allina Health System Chief Human Resources Officer; Clay Ahrens; John I. Allen; Jennifer Alstad; Gary Bhojwani; Barbara Butts-Williams; John R. Church; Laura Gillund; Joseph Goswitz; Greg Heinemann; David Kuplic; Hugh T. Nierengarten; Sahra Noor; Brian Rosenberg; Debra L. Schoneman; Thomas S. Schreier, Jr.; Abir Sen, Sally J. Smith; Darrell Tukua; Penny Wheeler; Duncan Gallagher; Christine Webster Moore; Kristyn Mullin; Steve Wallner; and John T. Knight. The Action is known as *Larson et al. v. Allina Health System et al.*, No. 17-cv-03835-SRN/SER (D. Minn.).

QUESTIONS? VISIT [WWW.ALLINAERISASETTLEMENT.COM](http://WWW.ALLINAERISASETTLEMENT.COM) OR CALL TOLL-FREE 1-855-961-0951  
DO NOT CONTACT THE COURT OR ALLINA WITH YOUR QUESTIONS.

**YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT**

<p><b>YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.</b></p>	<p>If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.</p>
<p><b>HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.</b></p>	<p>If you are currently participating or have an account balance in the Plans and are a Settlement Class member, any share of the Net Proceeds to which you are entitled will be deposited into your Plan account. If you are a Former Participant (<i>i.e.</i>, no longer a participant in either of the Plans) but are a Settlement Class member whose calculated share of the Net Proceeds, hereafter referred to as the “Entitlement Amount,” is determined to be Two Hundred Dollars (\$200.00) or more, you will be given the option to either roll over your distribution amount to an eligible individual retirement account or other eligible employer plan, or receive payment directly by check. If you are a Former Participant and a Settlement Class member whose Entitlement Amount is determined to be less than Two Hundred Dollars (\$200.00), such funds shall be paid directly to you by the Settlement Administrator.</p>
<p><b>YOU MAY OBJECT TO THE SETTLEMENT BY MARCH 16, 2020.</b></p>	<p>If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and the attorneys for the Parties about why you object to the Settlement.</p>
<p><b>YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON APRIL 16, 2020.</b></p>	<p>If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing about the Settlement and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection in advance of the Fairness Hearing AND you file a Notice of Intention To Appear, as described in the answer to Question 16 in this Notice.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

Further information regarding this litigation and this Notice may be obtained by contacting the following Class Counsel:

Mark K. Gyandoh, Esq. c/o  
 KESSLER TOPAZ MELTZER & CHECK, LLP  
 280 King of Prussia Road  
 Radnor, PA 19087  
 Telephone: (610) 667-7706  
 Facsimile: (610) 667-7056

Class Counsel has established a toll-free phone number to receive your comments and questions: 1-855-961-0951. You may also send an email to [AllinaERISAsettlement@ktmc.com](mailto:AllinaERISAsettlement@ktmc.com). You should contact Class Counsel with any questions regarding this Settlement, not the Court, Allina or counsel for the Defendants.

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**SUMMARY OF SETTLEMENT**

This litigation (the “Action”) is a class action in which Named Plaintiffs Judy Larson, Janelle Mausolf, and Karen Reese, allege that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the Plans under ERISA by, among other things, failing to attempt to reduce the Plans’ expenses or exercise appropriate judgment to scrutinize each investment option that was offered in the Plans to ensure it was prudent. A copy of the Complaint as well as other documents filed in the Action are available at [www.AllinaERISAsettlement.com](http://www.AllinaERISAsettlement.com) or from Class Counsel. Defendants have denied and continue to deny all of the claims and allegations in the Action and deny any liability or wrongful conduct of any kind.

A Settlement Fund consisting of \$2,425,000.00 (two million, four hundred and twenty-five thousand U.S. dollars) in cash (the “Class Settlement Amount” or “Settlement Amount”) is being established in the Action. The Settlement Amount will be deposited into an escrow account, and the Settlement Amount, together with any interest earned, will constitute the Settlement Fund. Payment of any taxes, approved attorneys’ fees and litigation expenses and payment of Case Contribution Awards to the Named Plaintiffs, and costs of administering the Settlement will be paid out of the Settlement Fund. After the payment of such fees, expenses, and awards, the amount that remains will constitute the Net Proceeds. The Net Proceeds will be allocated to Settlement Class members according to a Plan of Allocation to be approved by the Court.

**STATEMENT OF POTENTIAL OUTCOME OF THE ACTION**

Defendants strongly dispute the claims asserted in the Action and deny that they ever engaged in any wrongdoing, violation of law or breach of duty. Further, Named Plaintiffs would face an uncertain outcome if the Action were to continue. Continued litigation could result in a judgment greater or less than the benefits obtained as part of the Settlement, including the \$2.425 million cash payment, or in no recovery at all.

The Named Plaintiffs and the Defendants disagree on liability and do not agree on the amount that would be recoverable even if the Named Plaintiffs were to prevail at trial. The Defendants deny all claims and contentions by the Named Plaintiffs. The Defendants deny that they are liable to the Settlement Class and that the Settlement Class or the Plans has suffered any damages for which the Defendants could be held legally responsible. Having considered the uncertainty, costs and risks inherent in any litigation, particularly in a complex case such as this, the Named Plaintiffs and Defendants 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.

QUESTIONS? VISIT [WWW.ALLINAERISASETTLEMENT.COM](http://WWW.ALLINAERISASETTLEMENT.COM) OR CALL TOLL-FREE 1-855-961-0951  
DO NOT CONTACT THE COURT OR ALLINA WITH YOUR QUESTIONS.

## STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding attorneys' fees not in excess of thirty-three and one third percent (33 1/3%) of the Settlement Amount (a maximum amount of \$808,252.5), plus reimbursement of expenses up to a maximum of \$50,000. Any amount awarded will be paid from the Settlement Fund. Defendants have no responsibility for payment of such fees and expenses.

### WHAT WILL THE NAMED PLAINTIFFS GET?

The Named Plaintiffs will share in the allocation of the Net Proceeds on the same basis as all other members of the Settlement Class. In addition, the Named Plaintiffs will ask the Court to award up to \$5,000 to each of the Named Plaintiffs as Case Contribution Awards for their participation in the Action and representation of the Settlement Class. Any such awards will be paid solely from the Settlement Fund.

## BASIC INFORMATION

### 1. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been a participant in or a beneficiary of the Plans during Class Period, during which time your Plan account included investments in any of the Plans' investment options. The Court directed that this Notice be sent to you because if you fall within the definition of the Settlement Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Proceeds will be distributed to the Settlement Class members according to a Court-approved Plan of Allocation described below. This Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### 2. WHAT IS THE ACTION ABOUT?

The Action claims that under ERISA, the Defendants owed fiduciary duties of loyalty, care, and prudence to the Plans and that they violated those duties in connection with the selection and monitoring of the Plans' investment options. During the Class Period, participants in the Plans were able to allocate their account balances among various investment funds. Named Plaintiffs allege that as jumbo plans, the Plans had substantial bargaining power regarding the fees and expenses that were charged against participants' investments. Defendants, however, did not try to reduce the Plans' expenses or exercise appropriate judgment to scrutinize each investment option that was offered in the Plans to ensure it was prudent. Instead, Defendants abdicated their fiduciary oversight, allowing the Plans' trustee, Fidelity, to load the Plans with high-cost, non-Fidelity mutual funds through which Fidelity received millions of dollars in revenue sharing payments, while also giving Fidelity discretion to add any Fidelity mutual fund that Fidelity had available, regardless of whether the funds were duplicative of other options, had high costs, were performing poorly, or were otherwise inappropriate as retirement savings options for the Plans' participants.

### THE DEFENSES IN THE ACTION

Defendants deny all of the claims and allegations made in the Action and deny that they ever engaged in any wrongful conduct. If the Action were to continue, the Defendants would raise numerous defenses to liability, including:

- Defendants did not engage in any of the allegedly improper conduct charged in the Complaint;
- Defendants were not fiduciaries of the Plan, or if they were fiduciaries, their fiduciary duties did not extend to the matters at issue in the Action;
- To the extent that they were fiduciaries as to the matters at issue in the Action, Defendants fully and prudently discharged all of their fiduciary duties under ERISA;
- Even if a court were to determine that Defendants failed to discharge any duty under ERISA, any such breach of fiduciary duty did not cause the Plans or its participants to suffer any loss.

### THE ACTION HAS BEEN AGGRESSIVELY LITIGATED

Class Counsel have extensively investigated the allegations in the Action. Among other efforts, Class Counsel reviewed Plan-governing documents and materials, communications with Plan participants, U.S. Department of Labor filings, press releases, public statements, news articles and other publications, and other documents regarding the matters that the Named Plaintiffs allege in the Complaint. This Action was litigated by the Named Plaintiffs and Class Counsel for nearly two years before the Parties agreed on settlement terms. The Complaint in this matter was filed against Defendants on August 18, 2017, by Named Plaintiffs. Defendants filed a motion to dismiss the Complaint on December 15, 2017 that was denied in part, and granted in part by the Court on October 1, 2018. Defendants filed an answer to the Complaint on November 29, 2018. The parties

thereafter held a planning meeting to discuss, among other things, the nature and basis of the Parties' claims and defenses, issues about preserving discoverable information, and a proposed discovery plan. The Parties then submitted a joint report regarding the meeting to the Court on January 2, 2019. The Court then held a conference on January 8, 2019 to discuss the contents of the Parties' joint plan and to set a schedule for litigating this Action. Following the conference the Parties engaged in preliminary settlement discussions, which as discussed below, ultimately led to the resolution of this Action.

### **SETTLEMENT DISCUSSIONS**

The proposed Settlement is the product of hard-fought, lengthy negotiations between Class Counsel and the Defendants' counsel. Over the course of several months, the Parties negotiated via several telephonic conferences and numerous email exchanges. Following arm's-length negotiations, on April 5, 2019, Named Plaintiffs and Defendants, through their respective attorneys, reached an agreement to settle the Action on behalf of all participants in or beneficiaries of the Plan (except Defendants and their Immediate Family Members), at any time during the Class Period and who maintained a balance of any amount in the Plans during that time period.

#### **3. WHY IS THIS CASE A CLASS ACTION?**

In a class action, one or more plaintiffs, called "class representatives" or "named plaintiffs," sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the "class" and are referred to individually as "class members." One case resolves the issues for all class members together. Because the wrongful conduct alleged in this Action is claimed to have affected a large group of people – participants in the Plans during the Class Period – in a similar way, the Named Plaintiffs filed this case as a class action.

#### **4. WHY IS THERE A SETTLEMENT?**

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in no recovery at all or in a recovery that is less than the amount of the Settlement. Based on these factors, the Named Plaintiffs and Class Counsel have concluded that the proposed Settlement is in the best interests of all Settlement Class members.

#### **5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?**

You are a member of the Settlement Class if you fall within the definition of the Settlement Class preliminarily approved by Judge Susan Richard Nelson:

All participants and beneficiaries (excluding *Defendants* and their *Immediate Family Members*) of the Allina Health System ("Allina") 403(b) Retirement Savings Plan and the Allina 401(k) Retirement Savings Plan at any time between August 18, 2011 and November 21, 2019.

If you are a member of the Settlement Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

### **THE SETTLEMENT BENEFITS—WHAT YOU GET**

#### **6. WHAT DOES THE SETTLEMENT PROVIDE?**

A Settlement Fund consisting of \$2,425,000 is being established in the Action. The amount of money that will be allocated among members of the Settlement Class, after the payment of any taxes and Court-approved costs, fees, and expenses, including attorneys' fees and expenses of Class Counsel, any Court-approved Case Contribution Awards to be paid to the Named Plaintiffs, and payment of expenses incurred in calculating the Settlement payments and administering the Settlement, is called the Net Proceeds. The amount of the Net Proceeds will not be known until these amounts are quantified and deducted. The Net Proceeds will be allocated to members of the Settlement Class according to a Plan of Allocation to be approved by the Court. The Plan of Allocation describes how Settlement payments will be distributed to Settlement Class members who receive a payment.

If the Settlement is approved by the Court, all Settlement Class members and anyone claiming through them shall be deemed to fully release the Released Parties from Released Claims. The Released Parties include Defendants (including Allina) and any Person who served as a trustee or fiduciary of any kind of the Plans (including functional fiduciaries), together with, for each of the foregoing: any predecessors, Successors-In-Interest, present and former Representatives, direct or indirect parents, subsidiaries and affiliates, and any Person that controls, is controlled by, or is under common control with any of the foregoing. Released Claims are defined in the Settlement Agreement and include all claims that were or could have been asserted in the Action. This means that Settlement Class members will not have the right to sue the Released Parties for failure to prudently select and monitor the Plans' investment options or related matters that occurred during the Class Period.

QUESTIONS? VISIT [WWW.ALLINAERISASETTLEMENT.COM](http://WWW.ALLINAERISASETTLEMENT.COM) OR CALL TOLL-FREE 1-855-961-0951  
DO NOT CONTACT THE COURT OR ALLINA WITH YOUR QUESTIONS.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of the Released Parties and Released Claims, are set forth in the Settlement Agreement (including its exhibits), which may be obtained at a dedicated Settlement Internet site, [www.AllinaERISAsettlement.com](http://www.AllinaERISAsettlement.com) or by contacting Class Counsel listed on Page 2 above.

## **7. HOW MUCH WILL MY PAYMENT BE?**

Your share (if any) of the Net Proceeds will depend on your alleged loss, compared to other Settlement Class members' alleged losses, during the Class Period. Each Settlement Class member's share will be calculated according to a Court-approved Plan of Allocation by a third-party vendor ("Settlement Administrator") selected by Class Counsel with Defendants' approval. Because the Settlement Amount and Net Proceeds are less than the total losses alleged by the Settlement Class, each Settlement Class member's portion of the Settlement Amount will be less than his or her alleged losses. You are not required to calculate the amount you may be entitled to receive under the Settlement as the Settlement Administrator will do so under the Plan of Allocation. In general, your proportionate share of the Settlement will be calculated as follows:

- First, the Settlement Administrator will obtain balances for each Settlement Class member in their Plan accounts as of August 18, 2011 (or as close thereto as practicable) and as of December 31, 2011, and on December 31 of each subsequent year of the Class Period up to and including 2018. For 2019, the Agreement Execution Date will be used. The Settlement Class members' Plan account balance, calculated as the sum of each Settlement Class member's balance in their Plan accounts, at each such time will be known as the "Annual Account Balance."
- Second, the Net Proceeds will be allocated by calculating the sum of all Annual Account Balances for each year of the Class Period and then allocating each Settlement Class member a share of the Net Proceeds in proportion to the sum of that Settlement Class member's Annual Account Balance, where the numerator is the Settlement Class member's Annual Account Balances and the denominator is the total of all Settlement Class member's Annual Account Balances.
- Settlement Class members who are entitled to a distribution of less than \$10.00 will receive a distribution of \$10.00. Settlement Class members' awards falling below \$10.00, will be progressively increased to \$10.00 from the Net Proceeds and the Net Proceeds will be re-allocated until the lowest participating Settlement Class member award is \$10.00. This modified award shall be known as the Class Member's Entitlement Amount.

**You will not be required to produce records that show your Plan activity.** If you are entitled to a share of the Settlement Fund, your share of the Settlement will be determined based on the Plans' records for your account. If you have questions regarding the allocation of the Net Proceeds, please contact Class Counsel listed on Page 2 above.

## **8. HOW MAY I RECEIVE A PAYMENT?**

You do not need to file a claim. Although the Entitlement Amount is determined based on Settlement Class members' account balances in both the Allina 401(k) Retirement Savings Plan and Allina 403(b) Retirement Savings Plan, the Entitlement Amount for Settlement Class members with an active account (an account with a positive balance) at the time of distribution will be paid into the Allina 401(k) Retirement Savings Plan. That is because the Allina 403(b) Retirement Savings Plan has been frozen since October 2010, and as of January 1, 2012, all eligible Allina employees became participants in the Allina 401(k) Retirement Savings Plan.

For Former Participants whose Settlement Class member Entitlement Award as calculated by the Settlement Administrator is determined to be Two Hundred Dollars (\$200.00) or more, such Former Participant will have the opportunity to elect a tax-qualified rollover of his or her settlement payment to an individual retirement account or other eligible employer plan, which he or she has identified on a form to be provided by the Settlement Administrator, provided that the qualified Former Participant supplies adequate information to the Settlement Administrator to effect the rollover. If such Former Participant does not elect a rollover, or elects a rollover but fails to provide adequate information, the Former Participant will receive his or her settlement payment by check in the same manner as Former Participants with Class Member Entitlement Awards less than Two Hundred Dollars (\$200.00) as described below.

For Former Participants whose Final Dollar Recovery is determined to be less than Two Hundred Dollars (\$200.00), they shall be paid directly by the Settlement Administrator. Checks issued to Former Participants pursuant to this paragraph shall be valid for 180 days from the date of issue. If you are a former Plan participant and have not provided the Plans with your current address, please contact Class Counsel listed on Page 2 above. All payments under the Plan of Allocation are intended to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45.

## **9. WHEN WOULD I GET MY PAYMENT?**

The Settlement cannot be completed unless and until several events occur. These events include final approval of the Settlement by the Court, approval of the Settlement by an independent fiduciary to the Plans, transfer of the Net Proceeds to the Allina 401(k) Retirement Savings Plan, and calculation of the amount of the Settlement owed to each Settlement Class

member. If objections are made to the Settlement or appeals are taken by objectors who oppose the approval of the Settlement, this process may take a long time to complete, possibly several years. The Settlement Fund, however, will be invested in secure, interest-bearing securities to the extent possible, and the interest income that is attributable to the Net Proceeds will be included in the amount paid to the Plan and allocated to Settlement Class members.

**There will be no payments if the Settlement Agreement is terminated.**

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve, or materially modifies the Settlement Agreement, or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement Agreement is terminated, the Action will proceed again as if the Settlement Agreement had not been entered into. The Settlement is not conditioned upon the Court's approval of attorneys' fees and the reimbursement of expenses sought by Class Counsel and any appeal solely related thereto.

**10. CAN I GET OUT OF THE SETTLEMENT?**

**You do not have the right to exclude yourself from the Settlement.** The Settlement Agreement provides for certification of the Settlement Class as a non-opt-out class action under Federal Rule of Civil Procedure 23(b)(1), and the Court has preliminarily determined that the requirements of that rule have been satisfied. Thus, it is not possible for any Settlement Class Members to exclude themselves from the Settlement. As a Settlement Class member, 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 or are otherwise released under the Settlement.

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve it. For more information on how to object to the Settlement, see the answer to Question 13 below.

**THE LAWYERS REPRESENTING YOU**

**11. DO I HAVE A LAWYER IN THE CASE?**

The Court has preliminarily appointed the law firms of Kessler Topaz Meltzer & Check LLP, Bailey & Glasser LLP, Izard Kindall & Raabe LLP, and Nichols Kaster, PLLP as Class Counsel for the Named Plaintiffs in the Action. 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.

**12. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will file a motion for the award of attorneys' fees of not more than one third (33 1/3%) of the Settlement Amount (\$808,252.50), plus reimbursement of expenses incurred in connection with the prosecution of the Action up to a maximum of \$50,000.00. This motion will be considered at the Fairness Hearing described below.

**OBJECTING TO THE ATTORNEYS' FEES**

By following the procedures described in the answer to Question 13, you can tell the Court that you do not agree with the fees and expenses the attorneys intend to seek and ask the Court to deny their motion or limit the award.

**13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter or other writing saying that you object to the Settlement in *Larson et al. v. Allina Health System et al.*, No. 17-cv-03835-SRN/SER (D. Minn.). Be sure to include your name, address, telephone number, signature, and a full explanation of all the reasons why you object to the Settlement. **You must file your objection with the Clerk of the Court of the United States District Court for the District of Minnesota no later than March 16, 2020.** The address is:

Clerk of the Court  
United States District Court, District of Minnesota  
Warren E. Burger Federal Building & United States Courthouse  
316 North Robert Street  
Suite 100  
St. Paul, MN 55101

The objection must refer prominently to *Larson et al. v. Allina Health System et al.*, No. 17-cv-03835-SRN/SER (D. Minn.).

## THE FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend. **It is your obligation to ensure that your written objection is filed with the Court by no later than March 16, 2020.**

### 14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Fairness Hearing at 9:30 a.m. on April 16, 2020, at the United States District Court for the District of Minnesota, Warren E. Burger Federal Building & United States Courthouse, 316 North Robert Street, St. Paul, MN 55101, Courtroom 7B before the Hon. Susan Richard Nelson, or such other courtroom as the Court may designate. **The Court may adjourn the Fairness Hearing without further notice to the Settlement Class, so if you wish to attend, you should confirm the date and time of the Fairness Hearing with Class Counsel before doing so.** At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the motions for attorneys' fees and reimbursement of expenses and for Case Contribution Awards for the Named Plaintiffs. The Parties do not know how long these decisions will take or whether appeals will be filed.

### 15. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is also not necessary.

### 16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection in advance of the Fairness Hearing AND you file a Notice of Intention To Appear, as described in this paragraph. To do so, you must file with the Court a letter or other paper called a "Notice of Intention To Appear at Fairness Hearing in *Larson et al. v. Allina Health System et al.*, No. 17-cv-03835-SRN/SER (D. Minn.)." 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 at the address listed in the answer to Question 13 no later than March 30, 2020.

## IF YOU DO NOTHING

### 17. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Settlement Class member, you will participate in the Settlement of the Action as described above in this Notice.

## GETTING MORE INFORMATION

### 18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed on Page 2 above. Copies may also be obtained at a dedicated Settlement website, [www.AllinaERISAsettlement.com](http://www.AllinaERISAsettlement.com), by calling the toll-free number, 1-855-961-0951, or by sending an email to [AllinaERISAsettlement@ktmc.com](mailto:AllinaERISAsettlement@ktmc.com). You are encouraged to read the complete Settlement Agreement.

**DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, THE COMPANY, OR DEFENDANTS REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.**