

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

NICHOLE JACOBSEN, KATHERINE
KING, DEBORAH DALRYMPLE, LAURA
PHILLIPS, and JEFFREY HUNTER, Indi-
vidually and on Behalf of
All Others Similarly Situated,

Plaintiffs,

v.

LONG ISLAND COMMUNITY HOSPITAL,
ROBERT SCHWARZ, ERNEST PATRICK
SMITH, LISA ROSE, RICHARD MARGU-
LIS, JAMES MAIORINO, WALTER
LADICK, MARK MULHOLLAND, MARC
ADLER, and FREDERICK C. BRAUN, III,

Defendants.

Case No. 2:24-cv-00386-GRB-ST

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

Your legal rights might be affected if you are a member of the following class:

All Persons, including Beneficiaries and Alternate Payees, who participated in the Brookhaven Memorial Hospital Medical Center DBA Long Island Community Hospital Retirement Savings Plan (the “Plan”) at any time during the Class Period, January 18, 2018 through the date the Preliminary Approval Order is entered by the Court, both dates inclusive, and were invested in any of the following investments at any time during the Class Period: Janus Henderson Enterprise Fund (T), MFS New Discovery Value Fund (R3), John Hancock Disciplined Value Mid Cap Fund (I), American EuroPacific Growth Fund (R4), Dreyfus Strategic Value Fund (I), or the Prudential Guaranteed Income Fund. Excluded from the Settlement Class are the Settling Defendants; members of their immediate families; any past and present predecessors, successors, members, employees, officers, directors, trustees, and affiliates of LICH during the Class Period; and the successors, heirs, and assigns of any excluded Person. Please read this Notice carefully.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- The Court has given its preliminary approval to a proposed settlement (the “Settlement”) of a class action lawsuit brought by certain participants in the Plan against Long Island Community Hospital (“LICH”) and individual members of its Board of Directors that served on the Pension

Committee during the Class Period, alleging violations of the Employee Retirement Income Security Act of 1974 (“ERISA”).

- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated August 19, 2026, and are summarized below. 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 is available at [www.settlementwebsite.com]. Certain other documents will also be posted on that website. You should visit that website if you would like more information about the Settlement or the lawsuit. You can also get a copy of the Settlement Agreement and obtain answers to common questions regarding the proposed Settlement by contacting the Settlement Administrator toll-free at (PHONE NO.) Questions may be directed to Class Counsel: Gustavo Bruckner, Pomerantz LLP, 600 Third Ave., 20th Floor, New York, NY 10016, (212) 661-1100. All papers filed in this lawsuit are also available for review via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>.
- The Court will hold a Final Approval Hearing on _____, 2026, before Honorable Gary R. Brown of the United States District Court for the Eastern District of New York, 200 Federal Plaza, Courtroom 940, 100 Federal Plaza, Central Islip, NY 11722, to decide whether to approve the Settlement, and for approval of the Class Representatives’ Case Contribution Awards and Attorneys’ Fees and Expenses. If approved by the Court, the Settlement will provide a gross amount of three million dollars (\$3,000,000.00) (the “Settlement Amount”), plus interest earned thereon, minus attorneys’ fees, costs, administrative expenses, and any compensatory award to Plaintiffs, and net of any taxes, to pay Class Members. Not every Class Member is entitled to payment. The amount of each Class Member’s payment is based on a Plan of Allocation that takes into account each Class Member’s account balances in the Challenged Funds, over the period of January 18, 2018 through [Date of the Preliminary Award]. Payments to which Class Members who had a Plan account with a balance greater than \$0.00 as of [date of preliminary approval order] (referred to herein as “Current Participant”) are entitled under the Settlement will be deposited into their respective Plan accounts. Payments to which Former Participants who no longer have an account balance above \$0.00 are entitled under the Settlement will be made directly by check, unless (i) the Former Participant elects to receive their payment through a rollover to a qualified retirement account or (ii) the Former Participant Class Member’s Final Entitlement Amount is less than \$10.00. Class Members who are Plan participants entitled to payment but no longer have a Plan account with a balance greater than \$0.00 as of the date Settlement payments are issued will be treated as Former Participants and will receive an allocation by check.
- Class Counsel for the Settlement Class intend to ask the Court to award them fees of up to one-third (1/3rd) of the Settlement Amount and reimbursement of their costs and out-of-pocket litigation expenses (not to exceed \$100,000). Since the Action’s inception more than two (2) years ago in January 2024, Class Counsel have expended considerable time and effort in the

prosecution of this litigation on a wholly contingent-fee basis (meaning that they have not yet been paid anything) and advanced the expenses of the litigation out of their own pockets in the expectation that, if they were successful in obtaining a recovery for the Settlement Class, they would be paid from such recovery. Class Counsel also intend to ask the Court to grant Plaintiffs a collective award not to exceed thirty-two thousand five hundred dollars (\$32,500.00) in total for their time and effort. Plaintiffs took on the risk of litigation, sat for depositions, attended Court hearings, responded to discovery requests and committed to spend the time necessary to bring the case to conclusion. If approved by the Court, these amounts will be paid from the Settlement Fund.

- Upon the Settlement Effective Date, the Released Claims will be fully, finally, and forever released as to Settling Defendants and all of the Released Parties.
- The Settlement resolves the lawsuit concerning whether Settling Defendants violated their fiduciary duties under the Employee Retirement Income Security Act of 1974 (“ERISA”) in managing the Plan, and specifically the Challenged Funds. Settling Defendants and Plaintiffs disagree on liability and damages. Settling Defendants deny the lawsuit’s allegations and all charges of wrongdoing, fault or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Plaintiffs believe that their claims have merit and that, if they prevailed on all their claims and the Court accepted their theory of damages, they would have been able to collect a substantial amount of money, assuming that the full amount of the judgment was collectable. The Parties disagree on how much money could have been won if the Plaintiffs won at trial.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on any claim you might have. Therefore, you should read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	<u>Our records indicate that you are a Class Member.</u> You do not need to do anything to receive your settlement payment, if you are entitled to one. You will get a share of the Settlement benefits to which you are entitled and will give up your rights to sue Defendants about the allegations in this case. If You are a “Former Participant” who did not have a balance in the Challenged Funds greater than \$0.00 on [date of preliminary approval order], or are a Beneficiary or Alternate Payee of such a Participant, you can elect to receive your payment through a rollover to a qualified retirement account. If you are a Former Participant and would prefer to receive your settlement payment through a rollover to a qualified retirement account, you must complete, sign, and mail a Former Participant Rollover Form by [RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER]. If you believe you are a Former Participant, a Former Participant Rollover Form may be obtained by calling the Settlement Administrator at 1-800-#### or by accessing www.[settlementwebsite].com. Former Participants who fail to complete, sign, and mail their Former Participant Rollover Form will receive their Settlement distribution by check. Regardless of whether you submit a Rollover form, you will give up your rights to sue Defendants about the allegations in this case.
OBJECT BY [DATE]	If you want to object to any part of the Settlement, you may write to the Court to explain why you object to the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees, costs, and expenses or the Plaintiffs’ compensatory award. You still will be a member of the Settlement Class. Objections must be received by the Court, Class Counsel, and Defense Counsel by _____, 2026 [30 DAYS PRIOR TO FINAL APPROVAL HEARING].
GO TO THE HEARING	You may ask to speak in Court about the fairness of the Settlement on _____, 2026. Any person wishing to speak at the hearing has to file and serve a notice of intent to appear by _____, 2026.

INQUIRIES

For further information regarding the Action or this Notice or to review the Settlement dated August 19, 2026, please contact the Settlement Administrator toll-free at [Contact Information for the Settlement Administrator]. You may also contact representatives of Class Counsel for the Settlement Class by contacting Gustavo Bruckner, Pomerantz LLP, 600 Third Ave., 20th Floor,

New York, NY 10016, (212) 661-1100. **Please do not contact the Court or Settling Defendants regarding this Notice.**

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court directed that this Notice be provided to Settlement Class Members because they have a right to know about the proposed Settlement of this class-action lawsuit and about all of their options before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals—if any—are resolved, the Settlement Administrator appointed by the Court will make the payments provided for in the Settlement. Please read this notice carefully. Your rights and options—and the deadlines to exercise them—are explained in this notice. Please understand that if you are a Class Member, your legal rights are affected regardless of whether you act.

2. What is this lawsuit about?

The Plaintiffs, suing individually and on behalf of the Settlement Class and Plan, allege that Defendants breached their fiduciary duties under ERISA by including expensive share classes of investment options and an imprudent stable value fund in the Plan. A more complete description of what Plaintiffs allege is in the Third Amended Complaint, which is available on the Settlement Website at [www.settlementwebsite.com]. Defendants have consistently denied and continue to deny each of these allegations and deny they have committed any act or omission giving rise to any liability or violation of the law.

3. Why is this a class action?

Classes are generally used in lawsuits that affect a large number of individuals. A class action consolidates into a single action all of the claims of individuals allegedly harmed by the same conduct or course of conduct in the same period of time, thus removing the need for members of the class to file their own individual lawsuits to separately seek to recover for the harm alleged. One court resolves all the issues for all class members in a single lawsuit. Plaintiffs are the proposed class representatives in this lawsuit and are sometimes referred to in this Notice as the “Plaintiffs” or as “Class Representatives.”

4. Why is there a settlement?

This Action has not gone to trial, and the Court has not decided in favor of either side. Instead, legal counsel for all the parties participated in several mediation sessions before the Magistrate Judge and, following continued extensive negotiations which occurred over the course of the litigation, the Parties agreed to and memorialized the Settlement to avoid the costs and risks of further litigation.

Plaintiffs and Class Counsel believe that the Settlement is in the Settlement Class Members' best interest and provides them with a substantial benefit now, instead of engaging in potentially years of further uncertain and expensive litigation, which could involve cross-motions for summary judgment, pre-trial motions, a lengthy trial, and possible appeals—which could result in Plaintiffs and the Class Members receiving no recovery at all. By settling the Action with the Settling Defendants at this point, Plaintiffs are not admitting that the Action lacked merit, or that the Settlement Class's ultimate recovery would not have been greater than the Settlement Amount had litigation continued. Neither the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Plaintiffs or the Class Members that any of their claims lack merit; that any defenses asserted by any of the Settling Defendants in the Action have any merit; or that damages recoverable in the Action would not have exceeded the Settlement Amount.

Settling Defendants admit no wrongdoing. Defendants deny all allegations made and claims brought by Plaintiffs, maintain that they have meritorious defenses, and believe they would prevail at trial. Nonetheless, Settling Defendants have concluded that further litigation of this Action would be protracted and expensive, taking into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Action. Settling Defendants have, therefore, determined that it is desirable and beneficial to fully and finally settle the Released Claims on the terms set forth in the Settlement Agreement.

The Settlement must be compared to the risk of no recovery after contested dispositive motions, trial, and likely appeals. A trial is a risky proposition. The claims in the Action involve numerous complex legal and factual issues, many of which would require expert testimony. The Parties disagree on both liability and damages, and do not agree on the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail on each claim alleged against the Settling Defendants.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class means all persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Plan, and any Alternate Payee of a Person subject to a Qualified Domestic Relations Order ("QDRO") who participated in the Plan, from January 18, 2018 through [Date of the Preliminary Award], and who was invested in any of the following Challenged Funds during the Class Period: Janus Henderson Enterprise Fund (T), MFS New Discovery Value Fund (R3), John Hancock Disciplined Value Mid Cap Fund (I), American EuroPacific Growth Fund (R4), Dreyfus Strategic Value Fund (I), or the Prudential Guaranteed Income Fund.

6. Are there exceptions to being included?

You are not a member of the Settlement Class if you are a Settling Defendant; an officer and/or director of LICH during the Class Period; members of their immediate families and their legal

representatives, heirs, successors or assigns; or any entity in which any Settling Defendants have or had a controlling interest.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Settlement Administrator toll-free at (PHONE NO.) or at [Provide contact information address], for more information. The Settlement Administrator is RG/2 Claims Administration LLC.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

Defendant has agreed to pay a total of \$3,000,000.00 to settle this lawsuit. Class Counsel intends to ask the Court to approve up to one-third of that amount for attorneys' fees (an amount no greater than \$1,000,000), approve the reimbursement of litigation expenses actually incurred (not to exceed \$100,000), and approve a Case Contribution Award in the amount of up to \$7,500 for three of the Class Representatives and \$5,000 for the remaining two Class Representatives. The amount that will be available for distribution to Class Members ("Net Settlement Amount") will be the Settlement Amount minus the amounts used for other approved settlement purposes (Case Contribution Award, Court-approved Attorneys' Fees and Costs to Class Counsel, Administrative Expenses, and certain taxes and tax related costs).

9. How much will my payment be?

You may be entitled to payment of a portion of the Net Settlement Amount. The amount available to each Current Participant, Former Participant, Beneficiary, or Alternate Payee will be determined by a Plan of Allocation. For full details on the methodology used to calculate your settlement payment, you may view the Plan of Allocation at the settlement website [www.[settlementwebsite].com, and/or by contacting the Settlement Administrator at 1-(PHONE NO).

As explained below, if you are a Current Participant or Beneficiary or Alternate Payee of a Current Participant and you have an Active Account in the Plan, you do not need to take any action to receive payment under the Settlement. Payments to Current Participants, Beneficiaries or Alternate Payees of Current Participants with Active Accounts in the Plan shall be made into these persons' individual investment accounts in the Plan.

If you are a Former Participant, or a Beneficiary or Alternate Payee of a Former Participant, and you no longer have an active account in the Plan, you will receive payment by check if you are owed more than \$10 under the Settlement.

While you do not need to take any action in order to receive payment under the Settlement, if you wish to update your address or beneficiary information, or to elect a rollover of Settlement funds to another qualified retirement account, please do so using the following page on the Settlement website: [ADD CITE].

HOW YOU GET A PAYMENT

10. How can I get a payment?

If you are a Current Participant, Former Participant, or a Beneficiary or Alternate Payee of a Participant and invested in any of the Challenged Funds during the Class Period, you do not need to submit a claim to be eligible for payment under the Settlement. You will receive any payment for which you are eligible automatically in your Plan account if you are a Current Participant or by check (or rollover, if elected) if you are a Former Participant.

11. When would I get my payment?

The Court will hold a Final Approval Hearing on _____, 2026 to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for the class members to be identified and their payments to be processed. Please be patient.

12. What am I giving up to get a payment or by participating in the Settlement?

Each Class Member gives Defendants a “release.” A release means you give up your rights to sue Defendants or receive any benefits from any other lawsuit against Defendants if the lawsuit asserts similar claims or relates in any way to the practices or decisions at issue in this lawsuit. For additional details about the scope of the release, consult the Settlement Agreement or contact Class Counsel. (See their information in the “Inquires” section before question 1.).

13. Can I exclude myself from the Settlement Class?

No. The Settlement Class has been certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Class Member, you are bound by any judgments or orders entered in the lawsuit for all claims asserted in the lawsuit or otherwise included as Released Claims (as defined in the Settlement Agreement). If you wish to object to any part of the Settlement, you may write to the Court and counsel about why you object to the Settlement and appear at the Final Approval Hearing.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firm of Pomerantz LLP shall represent the Class Members, including you. These lawyers are called Class Counsel. You will not be personally liable for the fees and expenses incurred by these lawyers, which will be paid from the Settlement Fund, as approved by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel have litigated this Action since January 2024 on a wholly contingent basis, meaning that they have not been paid any attorneys' fees for the time devoted to the lawsuit, nor have they been reimbursed their out-of-pocket expenses incurred during that time period. As such, as part of the Settlement approval process, Class Counsel will move the Court for an award of attorneys' fees in an amount not greater than 1/3rd of the Settlement Fund (\$1,000,000) and for out-of-pocket expenses in connection with the litigation (not to exceed \$100,000). The Court will decide whether to grant this request, and, if it is granted, how much to award Class Counsel. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel shall file a formal motion with the Court for approval of the Settlement, the Plan of Allocation, the request for attorneys' fees and reimbursement of expenses, and the request for a collective compensatory award to all Named Plaintiffs of up to thirty-two thousand five hundred dollars (\$32,500.00) total, no later than _____, 2026 [FORTY FIVE DAYS PRIOR TO FINAL APPROVAL HEARING].

Class Counsel believes that the requested attorneys' fees are warranted in light of their efforts, on a wholly contingent basis, to litigate and ultimately resolve the litigation. Class Counsel's litigation efforts included work to investigate the underlying claims, to file amended complaints, to litigate Settling Defendants' multiple motions to dismiss, to litigate adding additional defendants to the lawsuit, to negotiate and file a Rule 26(f) report, to serve initial disclosures, to propound multiple requests for documents and interrogatories in discovery, to obtain and review thousands of documents produced by Defendants, to subpoena third parties, to obtain and review documents produced by third parties, to defend Plaintiff depositions, to serve notice of depositions on Defendants, to make multiple productions of Class Plaintiffs' documents, and to litigate Plaintiffs' motion to compel. Class Counsel's efforts to resolve the litigation included work to prepare a written mediation statement, to mediate the dispute for a full day before the Magistrate Judge, to conduct a follow up Zoom session with the Magistrate Judge, and to hold numerous telephonic sessions after the mediation to explore the possibility of a settlement, as well as its contours and timing, with Defense Counsel. Class Counsel thereafter worked to memorialize the Settlement in a detailed Agreement with supporting documents including a proposed plan of allocation and proposed notices, and to submit the Settlement to the Court for necessary approvals. Class Counsel's final approval motion will argue that the Settlement should be granted final approval with a judgment entered. Class Counsel's motion for an award of attorneys' fees and expenses will argue that requested fees are well within the range of fees awarded to class counsel under similar circumstances in other cases of this type and are reasonable when compared against Class Counsel's actual time devoted to the litigation of the Action at the applicable billing rates of Class Counsel's attorneys and paralegals. It will also argue that Plaintiffs should receive a compensatory award stemming from their time and energies overseeing and directing the litigation, including being available for court hearings and sitting for depositions. The Court determines what to award Class Counsel as fees and expenses and Class Plaintiffs as compensatory awards from the Settlement Fund, and it may award more or less than the amounts requested, in its discretion.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can object to the proposed Settlement, the proposed Plan of Allocation, Class Counsel's fee, cost, and expense application and/or the Plaintiffs' Case Contribution Award. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue.

You can write to the Court setting out your objection. The Court will consider your views. To object, you must send a signed letter saying that you object to the proposed Settlement in *Jacobsen, et al., v. Long Island Community Hospital, et al.*, Case No. 2:24-cv-00386-GRB-ST. Be sure to include your name, address, telephone number, and your signature, identify the Challenged Funds you invested in during the Class Period, and state the reasons why you object to the proposed Settlement. Your objection must be filed with the Court **and** mailed or delivered to **each** of the following addresses such that it is received no later than _____, 2026 [30 DAYS PRIOR TO FINAL APPROVAL HEARING]:

COURT	CLASS COUNSEL	SETTLING DEFENDANTS' COUNSEL
Clerk of Court United States District Court for the New York Eastern District Alfonse M. D'Amato U.S. Courthouse at 100 Federal Plaza, Central Islip, NY 11722	Gustavo F. Bruckner Samuel J. Adams Ankita Sangwan POMERANTZ LLP 600 Third Avenue, 20th Floor New York, NY 10016 (212) 661-1100 gbruckner@pomlaw.com sjadams@pomlaw.com asangwan@pomlaw.com	Reginald R. Goeke E. Brantley Webb Sarah Martin MAYER BROWN LLP 1999 K Street, NW Washington, DC 20006 (202) 263-3000 rgoeke@mayerbrown.com bwebb@mayerbrown.com smartin@mayerbrown.com Michael Bornhorst MAYER BROWN LLP 71 South Wacker Drive Chicago, IL 60606 (312) 782-0600 mbornhorst@may-erbrown.com

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend, and you may ask to speak, but you do not have to do so.

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

The Court will hold a Final Approval Hearing at _____, at _____ .m., before the Honorable Gary R. Brown at the United States District Court, Eastern District of New York, Courtroom 940, 100 Federal Plaza, Central Islip, NY 11722 for the following reasons: to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Class Members and should be approved by the Court; to determine whether a proposed Final Order and Judgment as provided in the Settlement Agreement should be entered; to determine whether the proposed Plan of Allocation should be approved; to determine the amount of fees, costs, and expenses that should be awarded to Class Counsel and any compensatory awards to Class Plaintiffs for their service to the Settlement Class; and to consider such other matters as the Court may deem appropriate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing.

At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement and whether to grant, and, if so, the amount, of any awards to Class Counsel and to Plaintiffs. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Final Approval Hearing without another notice being sent to Class Members, though any revised dates or times will be promptly posted to the Settlement Administrator's website.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have and has extensive experience handling settlement-related hearings of this nature. But you are welcome to come at your own expense. If you send an objection, you do not have to come attend the hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the hearing. Anyone wishing to appear must state in their written objection their intention to appear at the Final Approval Hearing, at their own expense.

Objectors or their attorneys intending to participate at the Final Approval Hearing must file a notice of intention to participate (and, if applicable, the name, address, and telephone number of the objector's attorney) with the Court no later than [DATE, 15 DAYS BEFORE THE DATE OF FINAL APPROVAL HEARING]. Any objectors, or their counsel, who do not timely file a notice of intention to participate in accordance with this Paragraph shall not be permitted to speak at the Final Approval Hearing, except for good cause shown.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you and all other Class Members will be bound by the judgment and settlement Agreement, including the release of claims. If you are a Current Participant, Former Participant, or a Beneficiary or Alternate Payee of a Participant, you do not need to take any action to be eligible to receive the Settlement benefits.

GETTING MORE INFORMATION

21. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. The Settlement Agreement is the controlling document describing the proposed Settlement and its terms govern anything to the contrary in this Notice. You can get a copy of the Settlement

Agreement and obtain answers to common questions regarding the proposed Settlement by contacting the Settlement Administrator toll-free at (PHONE NO.) or by downloading it from the Settlement Administrator's website at www.settlementwebsite.com.

22. How do I get more information?

For even more detailed information concerning the matters involved in this Action, reference is made to the Agreement, to a Plan of Allocation, to the filings in support of the Settlement, to the Orders entered by the Court, and to the other Settlement-related papers filed in the Action, which will be posted on the settlement website at www.settlementwebsite.com.