

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

LINDA A. WOZNICKI, individually,
and as representative of a Class of
Participants and Beneficiaries
of the Aurora Health Care, Inc.
Incentive Savings Plan,

Plaintiff,

Case No. 2:20-cv-1246-BHL

v.

AURORA HEALTH CARE, INC., *et al.*

Defendants

CLASS ACTION SETTLEMENT AGREEMENT

This CLASS ACTION SETTLEMENT AGREEMENT (“Settlement Agreement”) is entered into by and between Named Plaintiff, as defined in § 1.20 below, the Settlement Class Members, as defined in § 1.27 below, and Defendants, as defined in § 1.10 below. Named Plaintiff (on behalf of herself, the Plan, and all Settlement Class Members) and Defendants are referred to collectively in this Settlement Agreement as the “Parties.” Capitalized terms and phrases have the meanings provided in § 1 below or as specified elsewhere in this Settlement Agreement.

NOW THEREFORE, without any admission or concession on the part of the Named Plaintiff of any lack of merit of the Action and without any admission or concession on the part of Defendants as to the merits of the Action, it is hereby STIPULATED AND AGREED, by and among the Parties to this Settlement Agreement, subject to approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), that all Released Claims as against the Releasees Parties shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions:

1. DEFINITIONS

1.1. “*Action*” means: the class action styled *Linda A. Woznicki v. Aurora Health Care, Inc., the Board of Directors of Aurora Health Care, Inc., and John Does 1-30*, Case No. 2:20-cv-1246-BHL, pending in the United States District Court for the Eastern District of Wisconsin.

1.2. “*Administrative Expenses*” means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the

Settlement Notice to the Class Members, including but not limited to the fees of the Plan's recordkeepers to identify the names and addresses of Class Members; (b) related tax expenses (including taxes and tax expenses as described in Section 6.3); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation, including but not limited to the fees of the Plan's recordkeepers associated with implementing this Settlement Agreement, facilitating the distribution of funds under the Plan of Allocation, and gathering the data necessary to prepare the Plan of Allocation; (d) all fees and expenses of the Settlement Administrator and escrow agent; (e) any fees and expenses of the Independent Fiduciary; and (f) all fees, expenses, and costs associated with providing CAFA Notices. Excluded from Administrative Expenses are the legal fees and expenses of Class Counsel and Defense Counsel. Administrative Expenses shall be paid from the Gross Settlement Amount.

- 1.3. "*Aurora*" means: Defendant Aurora Health Care Inc., a Wisconsin non-profit corporation.
- 1.4. "*Aurora Plan*" or "*Plan*" means: Aurora Health Care, Inc. Incentive Savings Plan.
- 1.5. "*Class Counsel*" means: Walcheske & Luzi, LLC.
- 1.6. "*Class Notice*" shall have the meaning provided in § 2.3.1.
- 1.7. "*Class Period*" means: the period from August 14, 2014, through the Settlement Date.
- 1.8. "*Complaint*" means: the class action Complaint filed in the Action on August 14, 2020, and the Amended Complaint filed December 3, 2020.
- 1.9. "*Court*" means: The United States District Court for the Eastern District of Wisconsin.
- 1.10. "*Defendants*" means: Aurora Health Care, Inc., the Board Members of Aurora Health Care Inc., and John and Jane Does 1-30, each an individual.
- 1.11. "*Defense Counsel*" means: Greensfelder, Hemker & Gale, P.C. and Ogletree Deakins.
- 1.12. "*Effective Date of Settlement*" means: the date on which all of the conditions to settlement set forth in § 2 of this Settlement Agreement have been fully satisfied or waived and the Settlement shall have become Final.
- 1.13. "*ERISA*" means: the Employee Retirement Income Security Act of 1974, as amended, including all regulations promulgated thereunder.
- 1.14. "*Final*" means: with respect to any judicial ruling or order in the Action, that the period for any appeals, petitions, motions for reconsideration, rehearing, or certiorari, or any other proceedings for review ("Review Proceeding") has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and completed disposition of any such Review Proceeding, including the exhaustion of proceedings in any remand and/or subsequent appeal on remand.
- 1.15. "*Final Approval Order*" shall have the meaning set forth in § 2.3.3(a), below.

1.16. “*Gross Settlement Amount*” means: the total settlement amount of Two Million Six Hundred Thousand Dollars and No Cents (\$2,600,000).

1.17. “*Incentive Award*” means: any monetary amounts awarded by the Court in recognition of the assistance of the Named Plaintiff in the prosecution of the Action and payable pursuant to § 7.2.2, below.

1.18. “*Independent Fiduciary*” means: an independent fiduciary to be selected by Defendants for purposes of issuing a written opinion approving the Settlement and satisfying the conditions of United States Department of Labor Prohibited Transaction Class Exemption 2003-39 (as updated).

1.19. “*Person*” means: an individual, partnership, corporation, or any other form of organization.

1.20. “*Plaintiff*” and “*Named Plaintiff*” mean: Linda A. Woznicki.

1.21. “*Plan*” means: the Aurora Plan.

1.22. “*Plan of Allocation*” means: the disbursements from the Qualified Settlement Fund as described in §7.2.4.

1.23. “*Qualified Settlement Fund*” means: the interest-bearing settlement fund account to be established and maintained by the Settlement Administrator in accordance with § 6 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).

1.24. “*Released Claims*” means: any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, accrued or not, whether arising under federal, state, or local law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual, representative, or representative capacity or otherwise, whether involving legal equitable, injunctive, declarative, or any other type of relief (including, without limitation, indemnification or contribution), whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, based in whole or in part on acts or failures to act through the end of the Class Period:

1.24.1 That have been, could have been, or could be brought by or on behalf of all or any member of the Settlement Class or the Plan at any point prior to the Court’s final approval of the Settlement, and that were asserted in the Action or that might have been asserted in the Action under any legal or equitable basis related in any way to the Plan; or

1.24.2 That relate in any way to the subject matter of the Action or the fees, expenses, investments, investment performance, and or management of the Plan; or

1.24.3 That assert a claim for breach of fiduciary duty against any Plan fiduciary; or

1.24.4 That relate to the compensation or services of any Plan service provider or Plan fiduciary; or

1.24.5 That relate to or arise out of the defense or settlement of the Action; or

1.24.6 That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to any Class Member or any claim that the Settlement Agreement or any aspect of its implementation violates any applicable law or right of any member of the Settlement Class; or

1.24.7 That would have been barred by the doctrine of res judicata or claim preclusion had the Action been fully litigated to a final judgment; or

1.24.8 That relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.

For Named Plaintiff, “*Released Claims*” also means all actions, liabilities, causes of action, suits, claims, debts, accounts, contracts, agreements, and injuries; and any and all claims for compensatory damages, punitive damages, attorneys’ fees, costs, interest, injunctive relief, declaratory relief, equitable relief, benefits and penalties whether or not the claims were asserted or could have been asserted in the Complaint and regardless of whether they relate to the claims asserted in the Complaint.

1.25. “*Releasees*” means: (i) Aurora Health Care, Inc. and Advocate Aurora Health, Inc. and their respective current and former parents, subsidiaries, and affiliates; (ii) all current and former members of the Board of Directors of Aurora Health Care, Inc. and Advocate Aurora Health and their committees; (iii) all current and former members of the Plan’s committees; (iv) every person who is or was a director, officer, management committee member, in-house counsel, employee, or agent of Aurora Health Care, Inc. or Advocate Aurora Health, Inc. and/or any of their respective parents, subsidiaries, or affiliates; and (v) any and all of the respective current or former trustees, investment advisers, service providers, consultants, advisors, recordkeepers, and fiduciaries (including defacto fiduciaries, but not including the Independent Fiduciary) for the Plan or for the persons or entities referenced in this Section, together with any of their present or former representatives, insurers, reinsurers, consultants, administrators, representatives, attorneys, employee benefit plans, consultants, advisors, investment advisers, and investment underwriters.

1.26. “*Settlement*” means: the settlement to be consummated under this Settlement Agreement pursuant to the Final Approval Order.

1.27. “*Settlement Administrator*” means: Analytics Consulting LLC, or such other settlement administrator chosen by the Parties. The Settlement Administrator shall be responsible for administering the Settlement, including preparing and disseminating the Class Action Fairness Act notices, sending the Settlement Notice to the Settlement Class Members, and establishing a Settlement website and telephone support line.

1.28. “*Settlement Class*” and/or “*Settlement Class Members*” means: all participants and beneficiaries of the Aurora Health Care, Inc. Incentive Savings Plan beginning six (6) years before the commencement of the Action and running through the Settlement Date, excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan.

1.29. “*Settlement Date*” means: the date the Final Approval Order becomes Final.

1.30. “*Successor-In-Interest*” or “*Successor*” means: a Person’s estate, legal representatives, heirs, successors, or assigns, and any other Person who can make a legal claim by or through such Person.

1.31. “*Term Sheet*” means: the document entitled “Settlement Term Sheet” dated September 17, 2022, and executed by Class Counsel on September 17, 2022 and Defense Counsel on September 19, 2022.

1.32. “*Term Sheet Date*” means: September 17, 2022.

2. CONDITIONS PRECEDENT, REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY, PRELIMINARY APPROVAL, AND CLASS NOTICE

2.1. *Effectiveness of This Settlement Agreement.* This Settlement Agreement shall not become binding unless and until each and every one of the following conditions in §§ 2.2 through 2.8 shall have been satisfied.

2.2. *Independent Fiduciary.* The Independent Fiduciary shall have the responsibility of determining whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

2.2.1 The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”) in making its determination, for the purpose of Defendants’ reliance on PTE 2003-39.

2.2.2 The Independent Fiduciary shall notify Aurora directly of its determination in writing, which notification shall be delivered no later than twenty-eight (28) calendar days before the Fairness Hearing. Within five (5) business days of receipt of the Independent Fiduciary’s written determination, Aurora will provide a copy of the written determination to Class Counsel.

2.2.3 All fees and expenses associated with the Independent Fiduciary’s determination and performance of its other obligations in connection with the Settlement shall be paid from the Qualified Settlement Fund.

2.2.4 Defense Counsel and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.

2.2.5 Within fifteen (15) calendar days of receipt of the written determination by the Independent Fiduciary, Defense Counsel shall (a) review the determination by the Independent Fiduciary, (b) conclude whether the Independent Fiduciary has made the determinations required by PTE 2003-39, and (c) notify Class Counsel in writing of its conclusion in that regard.

2.2.6 If Defense Counsel conclude that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, Defense Counsel shall so inform the Independent Fiduciary within seven (7) calendar days of receipt of the determination.

2.2.7 Class Counsel may file a copy of the Independent Fiduciary's determination with the Court in support of Final Approval of the Settlement.

2.3. *Court Approval.* The Settlement contemplated under this Settlement Agreement shall have been approved by the Court, as provided for in this § 2.3. The Parties agree jointly to recommend to the Court that it approve the terms of this Settlement Agreement and the Settlement contemplated hereunder. The Parties agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:

2.3.1 *Motion for Preliminary Approval of Settlement and of Notices.* The Court shall have approved the preliminary motion to be filed by Plaintiffs on or before October 24, 2022, ("Preliminary Motion") by issuing an order (the "Preliminary Approval Order"), including the class notice approved by the Court (the "Class Notice"):

- (a) Preliminarily approving this Settlement Agreement;
- (b) Directing the time and manner of the Class Notice; and
- (c) Finding that: (i) the proposed form of Class Notice fairly and adequately: (A) describes the terms and effect of this Settlement Agreement and of the Settlement, (B) gives notice to the Settlement Class of the time and place of the hearing of the motion for final approval of this Settlement Agreement, and (C) describes how the recipients of the Class Notice may object to approval of this Settlement Agreement; and (ii) the proposed manner of communicating the Class Notice to the Settlement Class Members is the best notice practicable under the circumstances.

2.3.2 *Class Certification.*

(a) The Court shall have certified the Action as a non-opt out class action for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(1) and/or (b)(2), with Named Plaintiff as the named Settlement Class representative, Walcheske & Luzi, LLC as Class Counsel, and with the "Settlement Class" as defined above.

(b) As a condition of settlement, the Parties agree to stipulate to certification of the Action as a non-opt out class action, and the Settlement Class as a non-opt-out class, for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(1) and/or (b)(2), on the foregoing terms. If the Settlement does not become Final, then no Settlement Class will be deemed to have been certified by or as a result of this Settlement Agreement, and the Action will for all purposes revert to its status as of the day immediately prior to the date on which the Term Sheet was executed.

2.3.3 *The Fairness Hearing.*

- (a) On the date set by the Court in its Preliminary Approval Order, the Parties shall participate in the hearing (the “Fairness Hearing”), during or after which the Court will determine by entry of the “Final Approval Order” whether: (i) this Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court; (ii) a final order approving this Settlement Agreement should be entered (“Final Order”); (iii) 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; (iv) 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 the Settlement Class Members; (v) the requirements of the Class Action Fairness Act have been satisfied; (vi) to award Incentive Award(s) and if so, the amount; and (vii) to award attorneys’ fees and further expenses and, if so, the amounts.
- (b) The Parties covenant and agree that they will reasonably cooperate with one another in obtaining an acceptable Final Approval Order at the Fairness Hearing and will not do anything inconsistent with obtaining such a Final Approval Order.

2.3.4 *Motion for Final Approval of Class Action Settlement.* On the date set by the Court in its Preliminary Approval Order, Plaintiffs shall have filed a motion (the “Final Approval Motion”) for a Final Approval Order. The Final Approval Motion shall seek the Court’s finding that the Final Approval Order disposes of all Parties and claims with prejudice.

2.3.5 *Finality of Final Approval Order.* The Final Approval Order shall have become Final, as defined in § 1.14 of this Settlement Agreement.

2.4. *Class Notice.* On the date and in the manner set by the Court in its Preliminary Approval Order, Defendants will cause notice of the Preliminary Approval Order to be delivered to the Settlement Class in the form and manner approved by the Court and which shall be in substantially the form attached hereto as Exhibit 1, or a form subsequently agreed to by the Parties and approved by the Court. The Parties shall confer in good faith with regard to the form of the Class Notice in an effort to utilize cost effective forms of notice. Defendants will cause the Plan’s recordkeeper to deliver records to the Settlement Administrator to the extent reasonably necessary for it to provide the Settlement Notice to the Settlement Class Members. The Parties agree, and the Preliminary Approval Order shall provide, that the last known addresses for the Settlement Class Members in the possession of the Plan’s recordkeeper will suffice for all purposes in connection with this Settlement, including, without limitation, the mailing of the Class Notice. The Parties further agree that the Settlement Administrator will take reasonable steps to minimize the cost of mailing, including comparing the Plan’s records to the National Change of Address database or other sources to confirm mailing addresses prior to mailing. Defendants and Defense Counsel shall use reasonable efforts to respond timely to written requests from the Settlement Administrator, including by e-mail, for readily accessible data that is reasonably necessary to accomplish distribution of Settlement Notice and the Qualified

Settlement Fund. The Settlement Administrator's actual and reasonable expenses (not to exceed \$125,000.00) of providing Settlement Notices to Settlement Class Members and of administering the claims and payment process to the Settlement Class Members will be deducted from the Qualified Settlement Fund before any distributions to Settlement Class Members.

2.4.1 *Internet/Publication of Class Notice.* The Settlement Administrator also shall have given notice by publication of the Settlement Agreement and Class Notice on its website.

2.4.2 The Named Plaintiff, Class Counsel, any Settlement Administrator, and other entities engaged by the Parties in connection with this Settlement Agreement, and their subcontractors, agents, employees, and affiliates engaged by such entities in connection with this Settlement Agreement, shall use and disclose data provided by Defendants and/or the Plan's recordkeeper solely for the purpose of meeting their obligations under this Settlement Agreement and for no other purpose. The Settlement Administrator and other entities described in this section shall be contractually required to maintain all cybersecurity and other protections and controls required by applicable law.

2.4.3 Where a mailed notice to a Settlement Class Member is returned as undeliverable, the Settlement Administrator shall attempt, by commercially reasonable means, to obtain updated mailing address information for the Settlement Class Member, and—if updated information is obtained—shall make one additional attempt to mail notice to said Settlement Class Member.

2.5. *Compliance with the Class Action Fairness Act.* No later than ten (10) calendar days after the filing of the motion for preliminary approval of the Settlement, the Settlement Administrator will serve the notice required under the Class Action Fairness Act of 2005 ("CAFA") in substantially the form attached as Exhibit 2 hereto on the Attorney General of the United States and the attorneys general of all states in which Settlement Class Members reside, as specified by 28 U.S.C. § 1715. The Settlement Administrator shall provide the Parties with notice in writing upon completion of service of the CAFA notices. The Final Order shall include that the Court determined that Defendants complied with the CAFA and its notice requirements by providing appropriate federal and state officials with information about the Settlement.

2.6. *Dismissal of Action.* The Action shall have been dismissed with prejudice as against Defendants on the Effective Date of Settlement.

2.7. *No Termination.* The Settlement shall not have terminated pursuant to § 8, below.

2.8. *Establishment of Effective Date of Settlement.* If Plaintiff and Defendants disagree as to whether each and every condition set forth in § 2 has been satisfied, they shall promptly confer in good faith and, if unable to resolve their differences within five (5) business days thereafter, shall present their disputes for determination to Robert M. Meyer, the Parties' mediator, who shall make a final determination regarding the Effective Date of Settlement and whether all the conditions set forth in § 2 have been satisfied. No portion of the Qualified Settlement Fund shall be disbursed in the event of such a dispute, pending the mediator's ruling. Disbursement shall thereafter be made pursuant to the Court's Final Approval Order.

3. RELEASES AND COVENANT NOT TO SUE

3.1. *Release by Named Plaintiff and Settlement Class.* Subject to § 8 below, upon the Effective Date of Settlement, Named Plaintiff on behalf of herself and on behalf of the Settlement Class and the Plan absolutely and unconditionally releases, relinquishes, waives, and forever discharges the Releasees from any and all Released Claims that Plaintiff or the Settlement Class have. The Settlement Class covenants and agrees: (i) not to file against any of the Releasees any claim based on, related to, or arising from the Released Claims; and (ii) the foregoing covenants and agreements shall be a complete defense to any such claim against Releasees.

3.1.1 Class Counsel, Named Plaintiff, Settlement Class Members, or the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Releasees or the decision to release, relinquish, waive, and discharge the Released Claims or the decision of a Settlement Class Member not to object to the Settlement. Notwithstanding the foregoing, the Named Plaintiff, Settlement Class Members, and the Plan shall expressly, upon the entry of the Final Approval Order, be deemed to have, and by operation of the Final Approval Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Named Plaintiff, Settlement Class Members, and the Plan acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in the Settlement Agreement of which this release is a part.

3.2. *Waiver of California Civil Code § 1542.* Plaintiff, on behalf of herself and on behalf of the Settlement Class, hereby expressly waives and relinquishes, to the fullest extent permitted by law and equity, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

4. REPRESENTATIONS AND WARRANTIES

4.1. *Parties’ Representations and Warranties.*

4.1.1 Named Plaintiff represents and warrants that she has not assigned or otherwise transferred any interest in any Released Claims against any Releasee and further covenants that she will not assign or otherwise transfer any interest in any Released Claims.

4.1.2 Named Plaintiff represents and warrants, on behalf of herself and the Settlement Class, that she shall have no surviving claim or cause of action against any of the Releasees for the Released Claims against them.

4.1.3 The Parties, and each of them, represent and warrant that they are voluntarily entering into this Settlement Agreement as a result of arm’s-length negotiations among their counsel; in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own

independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof; and each Party assumes the risk of and unconditionally waives any and all claims or defenses arising out of any alleged mistake as to facts or law.

4.1.4 The Parties, and each of them, represent and warrant that they have carefully read the contents of this Settlement Agreement; they have made such investigation of the facts and law pertaining to this Settlement Agreement and all of the matters pertaining thereto as they deem necessary; and this Settlement Agreement is executed freely by each Person executing it on behalf of each of the Parties.

4.2. *Signatories' Representations and Warranties.* Each individual executing this Settlement Agreement on behalf of any other Person hereby personally represents and warrants to the other Parties that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that such individual represents or purports to represent.

5. NO ADMISSION OF LIABILITY

Defendants deny any and all allegations of wrongdoing and deny all liability for the allegations and claims made in the Complaint. Defendants maintain that they are without fault or liability. Defendants contend that the Plan has been managed, operated, and administered at all relevant times in compliance with its terms, the Internal Revenue Code and applicable regulations, and ERISA and applicable regulations, including the fiduciary responsibility and prohibited transaction provisions of ERISA. This Settlement is not evidence of liability of any type. Accordingly, neither this Settlement Agreement nor the Settlement nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or invalidity of any Released Claim, or of any wrongdoing or liability or lack thereof of any Releasee; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission or lack thereof of any Releasee in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Releasees may file the Agreement and/or the Final Approval Order in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, claim or issue preclusion, accord and satisfaction, release, good-faith settlement, judgment bar, or reduction or any other similar defense or counterclaim. The Parties and their counsel, and each of them, agree, to the extent permitted by law, that all agreements made relating to the confidentiality of information shall survive and be unaffected by this Agreement.

6. ESTABLISHMENT OF SETTLEMENT FUND

6.1. The Settlement Fund shall consist of a total settlement amount of Two Million Six Hundred Thousand Dollars and No Cents (\$2,600,000). The Settlement Fund shall be distributed as follows: No later than five (5) calendar days after the Preliminary Approval Order is issued, the Settlement Administrator shall establish an escrow account. The Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator timely shall make such elections as necessary or advisable to carry out the provisions of this § 6.1, including the

“relation-back election” (as defined in Treas. Reg. § 1.468B-1) to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

6.2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in Treas. Reg. § 1.468B-2(k)). Such returns, as well as the election described in § 6.1, shall be consistent with this § 6 and, in all events, shall reflect that all taxes (as defined in § 6.3 below) (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be deducted and paid from the Gross Settlement Amount as provided in § 6.3 hereof.

6.3. Taxes and tax expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including but not limited to: (a) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Amount, including any taxes or tax detriments that may be imposed upon Defendants or Defense Counsel with respect to any income earned by the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes; and (b) all tax expenses and costs incurred in connection with the operation and implementation of this § 6 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this § 6). Such taxes and tax expenses shall be Administrative Expenses and shall be paid timely by the Settlement Administrator out of the Gross Settlement Amount without prior order from the Court. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Settlement Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither the Releasees, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this § 6.

6.4. Within thirty (30) calendar days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the date the escrow account described in § 6.1 is established and the Settlement Administrator shall have furnished to Defendants and/or Defense Counsel in writing the escrow account name, IRS W-9 Form, and all necessary wiring instructions, Defendants and/or their insurer(s) shall deposit One Hundred Thousand Dollars and No Cents (\$100,000)

into the Qualified Settlement Fund as the first installment of the Gross Settlement Amount via wire transfer.

6.5. Within thirty (30) business days after the Settlement Effective Date, Defendants and/or their insurer(s) shall deposit the remainder of the Gross Settlement Amount, which is Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000), into the Qualified Settlement Fund via wire transfer.

6.6. The Settlement Administrator shall, at the written direction of Class Counsel, invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.

6.7. The Settlement Administrator shall not disburse the Qualified Settlement Fund or any portion except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Settlement Administrator is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

6.8. The Settlement Administrator shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund, and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it.

6.9. The Releasees, Defense Counsel, and/or Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.

6.10. No later than February 15 of the year following the calendar year in which Defendants and/or their insurer makes any transfer of the Gross Settlement Amount, or any other amount, to the Qualified Settlement Fund pursuant to the terms of this § 6, the Defendants or their insurer shall timely furnish a statement to the Settlement Administrator that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B-3(e)(2)(i1), and shall attach a copy of the statement to its federal income tax return filed for the taxable year in which Defendants and/or their insurer make a transfer on its behalf to the Qualified Settlement Fund.

7. PAYMENT FROM SETTLEMENT FUND

7.1. *Disbursement from the Qualified Settlement Fund prior to the Settlement Effective Date.* Class Counsel, subject to the approval of Defendants, which approval shall not be unreasonably withheld, shall direct the Settlement Administrator to disburse money from the Qualified Settlement Fund as follows:

7.1.1 *Cost of Notice.* After entry of the Preliminary Approval Order, the Settlement Administrator shall be directed in writing to disburse from the Qualified Settlement Fund an

amount sufficient for the payment of costs of the settlement notice, as described in § 2.4. Such costs shall not exceed \$75,000.

7.1.2 *Independent Fiduciary.* All costs of the Independent Fiduciary as described in § 2.2 shall be paid from the Qualified Settlement Fund. Such costs shall not exceed \$15,000.

7.1.3 *Taxes and Expenses.* The Settlement Administrator shall pay taxes and expenses of the Qualified Settlement Fund as provided in § 6.8.

7.1.4 *Administrative Expenses.* All Administrative Expenses shall be paid from the Qualified Settlement Fund.

7.2. *Disbursement from the Qualified Settlement Fund after the Settlement Effective Date.* Following the payment of the second installment of the Gross Settlement Amount as set forth in § 6.5, Class Counsel shall direct the Settlement Administrator to disburse money from the Qualified Settlement Fund according to the following:

7.2.1 *Payment to Class Counsel.* Plaintiff may request and the Court may award the payment of reasonable attorney fees and out of pocket expenses to Class Counsel (together, the “Fee Award”), which shall not exceed Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000) (the “Maximum Total Fee”), inclusive of litigation costs and expenses incurred by Class Counsel. Any such Fee Award will be at the sole discretion of the Court. Class Counsel shall petition the Court for the Fee Award on the date set by the Court in its Preliminary Approval Order. Releasees expressly agree not to contest or take any position with respect to any application for the Fee Award that does not exceed the Maximum Total Fee and acknowledge that these matters are left to the sound discretion of the Court. The procedure for and the allowance or disallowance of any application for the Fee Award that does not exceed the Maximum Total Fee are matters separate and apart from the Settlement and shall be requested to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Fee Award, or any appeal from any order relating thereto, or any reversal or modification thereof, shall have no effect on the Settlement and shall not operate to, or be grounds to, terminate or cancel the Settlement Agreement or to affect or delay the finality of the Final Approval Order. The Settlement Administrator will pay, or cause to be paid, to Plaintiffs’ Counsel the Maximum Total Fee or any lesser amount as ordered by the Court in its discretion within 20 calendar days after the Settlement Date.

7.2.2 *Payment to Named Plaintiff.* Defendants shall not object to an Incentive Award up to \$10,000 from the Qualified Settlement Fund. The Settlement Administrator will pay the Incentive Award to Named Plaintiff within 20 calendar days after the Settlement Date.

7.2.3 *Administrative Expenses.* Any remaining costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement shall be paid from the Qualified Settlement Fund.

7.2.4 *Plan of Allocation.* After payment of all of the expenses outlined above, the Settlement Administrator shall distribute each Settlement Class Member’s portion of the Settlement in the form of a check written from the Qualified Settlement Fund. The payments are

intended to be considered restorative payments in accordance with Revenue Ruling 2002-45. Payments to the Settlement Class shall be allocated as follows:

(a) Each Settlement Class Member shall receive a payment for each quarter between August 12, 2014, and December 31, 2019 (including third quarter 2014), in which the individual had a balance in the Plan (“Per Quarter Payment”). The Settlement Administrator shall calculate the Per Quarter Payment by dividing the total remaining balance in the Qualified Settlement Fund (after the payment of all other expenses described in the preceding sections of §§ 7.1 and 7.2) by the total number of quarters the Settlement Class Members participated in the Plan. Each Settlement Class Member’s total calculated payment shall be capped at fifty dollars (\$50). If a Settlement Class Member’s total calculated payment would be less than five dollars (\$5), such a Settlement Class Members shall not receive a distribution. The total payments to all Settlement Class Members shall not exceed the Gross Settlement Amount less the payment of the other amounts listed in §§ 7.1 and 7.2. The Settlement Administrator shall ensure that the total of all Per Quarter Payments in this § 7.2.4 do not exceed the Gross Settlement Amount less the payment of the other amounts listed in §§ 7.1 and 7.2 and shall adjust the Per Quarter Payments as necessary to achieve this result.

7.2.5 *Unclaimed funds.* Amounts allocable to Settlement Class Members who cannot be located or otherwise cannot receive their Settlement payment shall be forwarded to the Qualified Settlement Fund. Any amounts in the Qualified Settlement Fund that remain unclaimed (including but not limited to uncashed checks) or otherwise shall be paid to the Pension Rights Center as a cy pres payment.

7.3. *Modification.* If the Settlement Administrator concludes that it is impracticable to implement any provision of this § 7, the Parties will modify promptly the terms of this § 7 and present such modified terms, first, to the Independent Fiduciary for its review and approval and, second, to the Court for its approval. Notice to Settlement Class Members of such proposed modification of the Plan of Allocation shall not be required. In no event, however, shall Aurora be required to pay more than \$2,600,000 to fully and finally resolve and settle this Action.

7.4. Within twenty-one (21) calendar days of completing the distribution of all payments called for by this Article 7, the Settlement Administrator shall send to Class Counsel and Defense Counsel one or more affidavits stating the following: (a) the name of each Settlement Class Member to whom the Settlement Administrator made a distribution, together with the amount of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable; (b) the date(s) upon which such distribution was made; (c) the name of each Settlement Class Member whose distribution was returned as undeliverable; and (d) the efforts made by the Settlement Administrator to find the correct address and to mail the distribution for such Settlement Class member, as described in § 2.4.3. These affidavits and the accompanying information shall be considered “confidential.”

7.5. *Taxes.* The Parties acknowledge that any payments to Settlement Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Named Plaintiff will provide no tax advice to the Settlement Class Members and make no representation regarding the tax consequences of any of the settlement payments described in

this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Settlement Fund shall not be treated as wages by the Parties.

7.5.1 Each Settlement Class member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Settlement Class member shall hold the Releasees, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Releasees, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

8. TERMINATION OF THE SETTLEMENT AGREEMENT

8.1. *Automatic Termination.* This Settlement Agreement shall automatically terminate, and thereupon become null and void, in the following circumstances:

8.1.1 If the Independent Fiduciary retained by Defendants fails to approve the Settlement on or before fourteen (14) calendar days prior to the Court's final fairness hearing. Notwithstanding any provision to the contrary, the Settlement is contingent upon the Independent Fiduciary's (i) approving the Settlement in writing and giving a release in its capacity as a fiduciary of the Plan and for and on behalf of the Plan, coextensive with the release from the Plaintiff and the Settlement Class Members; (ii) authorizing the Settlement in accordance with Prohibited Transaction Class Exemption 2003-39; and (iii) finding that the Settlement does not constitute a prohibited transaction under ERISA § 406(a).

8.1.2 If the Court declines to approve the Settlement, and if such order declining approval has become Final, then this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the date that any such order becomes Final; provided, however, that if the Court declines to approve the Settlement for any reason, the Parties shall negotiate in good faith to cure any deficiency identified by the Court; and further provided that, if necessary to cure any such deficiency, Class Counsel shall re-submit within a reasonable time the Preliminary or Final Approval Motion with an additional or substitute member of the Settlement Class as a named class representative.

8.1.3 If the Court issues an order in the Action modifying the Settlement Agreement, and if within thirty-one (31) days after the date of any such ruling the Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Court or by the Parties, then, provided that no Review Proceeding is then pending from such ruling, this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the thirty-first day after issuance of the order referenced in this § 8.1.3.

8.1.4 If the Seventh Circuit reverses the District Court's order approving the Settlement, and if within ninety-one (91) days after the date of any such ruling the Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Seventh Circuit or by the Parties, then, provided that no Review Proceeding is then pending from such ruling, this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the ninety-first day after issuance of the Seventh Circuit order referenced in this § 8.1.4.

8.1.5 If the Supreme Court of the United States reverses or remands a Seventh Circuit order approving the Settlement, and if within thirty-one (31) days after the date of any such ruling the Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Supreme Court or by the Parties, then this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the thirty-first day after issuance of the Supreme Court order referenced in this § 8.1.5.

8.1.6 If a Review Proceeding is pending of an order declining to approve the Settlement Agreement or modifying this Settlement Agreement, this Settlement Agreement shall not be terminated until Final resolution or dismissal of any such Review Proceeding, except by written agreement of the Parties.

8.2. *Consequences of Termination of the Settlement Agreement.* If the Settlement Agreement is terminated and rendered null and void for any reason, the following shall occur:

8.2.1 The Action shall for all purposes with respect to the Parties revert to its status as of September 15, 2022.

8.2.2 All Releases given or executed pursuant to the Settlement Agreement shall be null and void; none of the terms of the Settlement Agreement shall be effective or enforceable; neither the fact nor the terms of the Settlement Agreement shall be offered or received in evidence in the Actions or in any other action or proceeding for any purpose, except in an action or proceeding arising under this Settlement Agreement.

9. MISCELLANEOUS PROVISIONS

9.1. *Non-Disparagement.* The Named Plaintiff and Class Counsel shall refrain from making derogatory or disparaging comments as to the subject matter of this Action, the Settlement Agreement or any Releasee.

9.2. *Jurisdiction.* The Court shall retain jurisdiction over all Parties, the Settlement Class, the Action, and this Settlement Agreement to resolve any dispute that may arise regarding this Settlement Agreement or the orders and notice referenced in § 2 above, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Settlement Agreement, and no Party shall oppose the reopening and reinstatement of the Action on the Court's active docket for the purposes of effecting this § 9.2.

9.2.1 Robert Meyer, mediator in the Action, will act as the final arbiter of any disagreements as to language and confirmatory discovery regarding the Settlement Agreement.

9.3. *No Limitation of Remedies.* In the event that the Defendants breach this Settlement Agreement, Plaintiff will continue to have any and all remedies for such breach. In the event that Plaintiff or the Settlement Class breach(es) this Settlement Agreement, Defendants will continue to have any and all remedies for such breach.

9.4. *Governing Law.* This Settlement Agreement shall be governed by the laws of the United States, including federal common law, except to the extent that, as a matter of federal law, state law controls, in which case Wisconsin law will apply without regard to conflict of law principles.

9.5. *Severability.* The provisions of this Settlement Agreement are not severable.

9.6. *Amendment.* Before entry of a Final Approval Order, any common law to the contrary notwithstanding, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following entry of a Final Approval Order, any common law to the contrary notwithstanding, the Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Parties, and approved by Court Order.

9.7. *Waiver.* The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, or contemporaneous with this Settlement Agreement.

9.8. *Construction.* None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against a drafter.

9.9. *Principles of Interpretation.* The following principles of interpretation apply to this Settlement Agreement:

9.9.1 *Headings.* The headings of this Settlement Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Settlement Agreement.

9.9.2 *Singular and Plural.* Definitions apply to the singular and plural forms of each term defined.

9.9.3 *Gender.* Definitions apply to the masculine, feminine, and neuter genders of each term defined.

9.9.4 *References to a Person.* References to a Person are also to the Person's permitted Successors and assigns.

9.9.5 *Terms of Inclusion.* Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

9.10. *Further Assurances.* Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

9.11. *Survival.* All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the Effective Date of Settlement.

9.12. *Notices.* Any notice, demand, or other communication under this Settlement Agreement (other than notices to the Settlement Class Members) shall be in writing and shall be deemed duly given if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail (postage prepaid), or delivered by reputable express overnight courier:

A. IF TO NAMED PLAINTIFF:

James A. Walcheske
Scott S. Luzi
Paul M. Secunda
WALCHESKE & LUZI, LLC
235 N. Executive Dr., Suite 240
Milwaukee, WI 53217

B. IF TO DEFENDANTS:

Amy L. Blaisdell
Daniel J. Schwartz
Heather M. Mehta
GREENSFELDER, HEMKER & GALE, P.C.
10 South Broadway, Suite 2000
St. Louis, Missouri 63102

C. IF TO AURORA HEALTH CARE, INC.:

Stacie Andritsch
Vice President and Associate General Counsel
Advocate Aurora Health
750 West Virginia Street
Milwaukee, WI 53204

With a copy to:

Amy L. Blaisdell
Daniel J. Schwartz
Heather M. Mehta
GREENSFELDER, HEMKER & GALE, P.C.
10 South Broadway, Suite 2000
St. Louis, Missouri 63102

Any Party may change the address at which it is to receive notice by written notice delivered to the other Parties in the manner described above.

9.13. *Entire Agreement.* This Settlement Agreement contains the entire agreement among the Parties relating to the settlement of the Action. It specifically supersedes any settlement terms or settlement agreements relating to the Action that were previously agreed upon orally or in writing by any of the Parties, including the terms of the Term Sheet and any and all discussions, representations, warranties, or the like prior to the Effective Date of Settlement.

9.14. *Counterparts.* This Settlement Agreement may be executed by exchange of electronic, or emailed executed signature pages, and any signature transmitted electronic means for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

9.15. *Binding Effect.* This Settlement Agreement binds and inures to the benefit of the Parties hereto, their assigns, heirs, administrators, executors, and Successors-in-Interest.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates set forth below.

FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS

Dated this the 20th day of October, 2022.

By:

Linda Woznicki
Linda Woznicki

By:

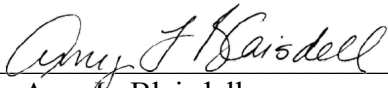
Paul M. Secunda

James A. Walcheske
Scott S. Luzi
Paul M. Secunda
WALCHESKE & LUZI, LLC
235 N. Executive Dr., Suite 240
Milwaukee, WI 53217
T: (414) 828-2372
F: (262) 565-6469
psecunda@walcheskeluzi.com

Class Counsel

FOR ALL DEFENDANTS

Dated this the ____ day of October, 2022.

By: 
Amy C. Blaisdell
Daniel J. Schwartz
Heather M. Mehta
GREENSFELDER, HEMKER
& GALE, P.C.

10 South Broadway, Suite 2000
St. Louis, Missouri 63102
apb@greensfelder.com
djs@greensfelder.com
hmm@greensfelder.com

Defense Counsel

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

LINDA A. WOZNICKI, individually,
and as representative of a Class of
Participants and Beneficiaries
of the Aurora Health Care, Inc.
Incentive Savings Plan,

Plaintiff,

Case No. 2:20-cv-1246-BHL

v.

AURORA HEALTH CARE, INC., *et al.*

Defendants

**[PROPOSED] ORDER ON PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

Wherefore, this __ day of _____, 20___, upon consideration of Plaintiff's Motion for Final Approval of the Class Action Settlement Agreement dated _____, 2023 in the above matter, the Court hereby orders and adjudges as follows:

1. For purposes of this Final Approval Order and Judgment, except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as are ascribed to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over all parties to the action, including all members of the Settlement Class.

3. The following Settlement Class is certified under Rule 23(b)(1) of the Federal Rules of Civil Procedure for purposes of the Settlement only:

All participants and beneficiaries of the Aurora Health Care, Inc. Incentive Savings Plan beginning six (6) years before the commencement of the Action and running through the Settlement Date, excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan.

The Court finds that this Settlement Class meets the requirements of Rule 23(a) and 23(b)(1).

4. Pursuant to Rules 23(e)(1)(A) and (C), the Court hereby approves and confirms the Settlement and the terms therein as being fair, reasonable, and adequate to the Plan and the Settlement Class Members.

5. The Court hereby approves the Settlement and orders that the Named Plaintiff and Defendants take all necessary steps to effectuate the terms of the Settlement Agreement.

6. In accordance with the Court's Orders, and as reflected in the information from the Settlement Administrator, Analytics, the Class Notices were timely distributed by first-class mail to all Settlement Class Members who could be identified with reasonable effort. The Settlement Administrator searched for updated address information for those returned as undeliverable, and re-mailed notices to those Settlement Class Members. In addition, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* ("CAFA"), notice was provided to the Attorneys General for each of the states in which a Settlement Class Member resides and the Attorney General of the United States.

7. The form and methods of notifying the Settlement Class Members of the terms and conditions of the proposed Settlement Agreement met the requirements of Rules 23(c)(2) and (e), and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the Fairness Hearing and the rights of all Settlement Class Members have been provided to all people, powers and entities entitled thereto, consistent with Rule 23 and due process.

8. The Court finds that the Settlement is fair, reasonable, and adequate, based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

A. The Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;

B. The Settlement was negotiated only after Class Counsel had received pertinent information and documents from Defendants;

C. The Settling Parties were well positioned to evaluate the value of the Class Action;

D. If the Settlement had not been achieved, both Plaintiff and Defendants faced the expense, risk, and uncertainty of extended litigation;

E. The amount of the Settlement (\$2,600,000.00) is fair, reasonable, and adequate. The Settlement amount is within the range of reasonable settlements that would have been appropriate in this case, based on the nature of

the claims, the potential recovery, the risks of litigation, and settlements that have been approved in other similar cases;

F. The Class Representatives and Class Counsel have concluded that the Settlement Agreement is fair, reasonable, and adequate;

G. Settlement Class Members had the opportunity to be heard on all issues regarding the Settlement and release of claims by submitting objections to the Settlement Agreement to the Court; and

H. There were [REDACTED] objections to the settlement. The Court has considered those objections, and they do not affect the Court's determination that the Settlement is fair, reasonable, and adequate. Accordingly, the Court overrules them with prejudice.

I. The Settlement was reviewed by an independent fiduciary, Fiduciary Counselors LLC, who has approved the Settlement.

9. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable and adequate to the Plan and the Settlement Class.

10. This Action and all Released Claims asserted therein, whether asserted by the Named Plaintiff her own behalf or on behalf of the Settlement Class Members, or derivatively to secure relief for the Plan, are dismissed with prejudice, without costs to any of the Parties other than as provided for in the Settlement Agreement.

11. The Named Plaintiff and all Settlement Class Members and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, shall be (1) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plan, and the Released Parties from all Released Claims, and (2) barred and enjoined from suing Defendants, the Plan, or Releasees in any action or proceeding alleging any of the Released Claims, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Member or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Settlement Class Members actually received the Class Notice, whether or not such Settlement Class Members have filed an objection to the Settlement, and whether or not the objections or claims for distribution of such Settlement Class Members have been approved or allowed.

12. The Plan and each Settlement Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) on behalf of the Plan shall be (1) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants and the Releasees from all Released Claims, and (2) barred and enjoined from suing Defendants or the

Releasees in any action or proceeding alleging any of the Released Claims, even if the Plan or any Settlement Class Member on behalf of the Plan may thereafter discover facts in addition to or different from those which the Plan or any Class Member now knows or believes to be true with respect to the Action and the Released Claims.

13. The Named Plaintiff and each Class Member hereby release Defendants, Defendants' Counsel, Class Counsel, the Releasees, and the Plan from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount and from all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

14. The Court finds that it has subject matter jurisdiction over the claims herein and personal jurisdiction over the Defendants and the Settlement Class Members pursuant to the provisions of ERISA, and expressly retains that jurisdiction for purposes of enforcing and interpreting this Final Approval Order and/or the Settlement Agreement.

15. The Court finds that all applicable CAFA requirements have been satisfied.

16. The Settlement Administrator shall have final authority to determine the share of the Gross Settlement Amount to be allocated to each eligible participant pursuant to the Plan of Allocation set forth in the Settlement Agreement.

17. With respect to payments or distributions, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion.

18. Within twenty-eight (28) calendar days following the issuance of all Settlement payments to Settlement Class Members as provided by the Settlement Agreement, the Settlement Administrator shall prepare and provide to Class Counsel and Defendants' Counsel a list of each person who received a Settlement payment from the Settlement Fund and the amount of such payment.

19. Upon the Effective Date of this Order under the Settlement Agreement, the Settlement Class and Releasees shall be bound by the Settlement Agreement and by this Final Approval Order.

IT IS SO ORDERED.

Dated: _____

Hon. Brett H. Ludwig
United States Chief District Judge

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

LINDA A. WOZNICKI, et al.,)
)
 Plaintiffs,)
) Case. No. 20-cv-1246
 v.)
)
 AURORA HEALTH CARE, INC., et al.,)
)
 Defendants.)

NOTICE CLASS SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY.

A federal court authorized the mailing of this notice. This is not a solicitation from a lawyer. You are not being sued.

You are receiving this notice (“Notice”) because the records of Aurora Health Care, Inc. Incentive Savings Plan (the “Plan”) indicate that you were a participant in the Plan between August 14, 2014 and the date of issuance of the Final Approval Order (the “Class Period”). As such, your rights may be affected by a proposed settlement (the “Settlement”) of a class action lawsuit (“Action”) brought by Plaintiff Linda A. Woznicki (the “Named Plaintiff”) on behalf of herself, and participants and beneficiaries of the Plan, and as representatives of the Settlement Class against Defendants (defined below). **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.**

A Settlement has been reached in the Action brought against the defendants Aurora Health Care, Inc. (“Aurora”), the Board of Directors of Aurora Health Care, Inc., and John Does 1-30 (collectively “Defendants”). The Action asserts claims under the Employee Retirement Income Security Act of 1974 (“ERISA”) concerning the management, operation, and administration of the Plan. Defendants deny any and all liability for these claims.

You are included as a Settlement Class Member if you were a participant or beneficiary of the Plan at any time from August 14, 2014, through issuance the Final Approval Order (“Class Period”), excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan.

Aurora has agreed to pay \$2,600,000.00 into a settlement fund. Settlement Class Members are eligible to receive a portion of the amount in the settlement fund remaining after payment of administrative expenses, any attorneys’ fees and expenses that the Court awards to Plaintiff’s lawyers, and any Incentive Award to Plaintiff. The amount of each Settlement Class Member’s payment will be based on how many quarters during the Class Period the Settlement Class Member participated in the Plan and will be determined according to a Plan of Allocation in the Settlement Agreement, which will be available on the Settlement Website at [www. \[REDACTED\].com](http://www. [REDACTED].com) prior to the Final Approval Hearing. Payments to Settlement Class Members will be made directly by check, or Settlement Class Members can instead elect to receive their payment through a rollover to a qualified retirement account.

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

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

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

ACTIONS YOU MAY TAKE IN THE SETTLEMENT	
NO ACTION IS NECESSARY.	If the Settlement is approved by the Court and you are a Settlement Class Member, you do not need to do anything.
YOU CAN OBJECT NO LATER THAN [REDACTED]. WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT BY THIS DATE.	If you wish to object to any part of the Settlement, you can write to the Court and explain why you do not like the Settlement.
YOU CAN GO TO THE HEARING ON [REDACTED] AT [REDACTED].M. CDT BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN [REDACTED].	If you have submitted a written objection to the Court, you can ask to speak in Court about the fairness of the Settlement. You may enter your appearance in Court through an attorney if you so desire.

WHAT THIS NOTICE CONTAINS

Basic Information3

1. Why did I get this Notice?.....3

2. How do I know whether I am part of the Settlement?3

3. What does the Settlement provide?.....3

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

5. Why is this case a class action?.....4

6. Why is there a Settlement?.....4

7. How will the Settlement be distributed?4

8. When will I get my payment?4

9. What rights am I giving up in the Settlement?.....4

10. Can I exclude myself from the Settlement?4

The Lawyers Representing You5

11. Do I have a lawyer in the case?.....5

12. How will the lawyers be paid?5

Objecting to the Settlement5

13. How do I tell the Court if I don't like the Settlement?.....5

The Court's Fairness Hearing.....6

14. When and where will the Court decide whether to approve the Settlement?.....6

15. Do I have to come to the hearing?.....6

16. May I speak at the hearing?.....7

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

If You Do Nothing 7
16. What happens if I do nothing at all? 7

Getting More Information 7
17. How do I get more information? 77

1. Why did I get this Notice?

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

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

The Court has certified the Action as a class action preliminarily. You are a Settlement Class Member if, you were a participant in the Plan at any time from August 14, 2014, through _____.

3. What does the Settlement provide?

The Settlement provides that Named Plaintiff, on behalf of herself and the Settlement Class, has agreed to settle all Released Claims (as defined in the Settlement Agreement) against Defendants and other Releasees (as defined in the Settlement Agreement) in exchange for, payment to the Qualified Settlement Fund of Two Million Six Hundred Thousand Dollars and No Cents (\$2,600,000).

The above description of the operation of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which may be obtained at www._____.com.

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

On August 14, 2020, the Named Plaintiff, a former participant in the Plan, filed a putative class action complaint in this Court against Aurora, its Board of Directors, and individual defendants, alleging Defendants violated ERISA by breaching fiduciary duties owed to the Plan and/or the Plan’s participants under ERISA by causing the Plan to incur higher administrative, investment, and management advisory fees and expenses than reasonable and necessary. A complete description of Plaintiffs’ allegations is in the Amended Complaint, which is available on the Settlement Website at www._____.com.

Defendants moved to dismiss the Amended Complaint, and on May 27, 2022, the Court denied in part and granted in part the motion to dismiss. On June 24, 2022, the Court stayed further proceedings in the case until September 15, 2022, to allow for mediation. The parties proceeded to mediation on August 30, 2022, with the assistance of an experienced JAMS mediator, Robert A. Meyer, Esq., in hopes of resolving the case. Mr. Meyer has substantial experience mediating cases involving ERISA and retirement plan issues, including cases alleging excessive fees. The matter was not resolved at the mediation, but the parties agreed to continue settlement discussions. After further negotiations with the assistance of Mr. Meyer, the parties finally accepted a mediator’s proposal and reached an agreement in principle to settle the case. On September 17, 2022, Plaintiff signed a Term Sheet, which Defendants countersigned on September 19, 2022, containing the primary terms resolving this matter. The Settlement Agreement is a comprehensive agreement based on the Term Sheet.

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

5. Why is this case a class action?

In a class action, one or more plaintiffs, called “named plaintiff(s),” sue on behalf of people who have similar claims. All of the individuals on whose behalf the Named Plaintiffs in this Action are suing are “Class Members,” and they are also referred to in this Notice as members of the Settlement Class Members. Brett H. Ludwig, United States District Judge, is presiding over this case.

6. Why is there a Settlement?

Under the proposed Settlement, the Court will not decide the merits of the case in favor of either the Plaintiff or the Defendants. By agreeing to a Settlement, both the Plaintiff and the Defendants avoid the costs, risks, and delays of litigating the Action. This Settlement is the product of extensive arm’s-length negotiations between Class Counsel and the Defendants’ Counsel, including utilizing the services of an experienced mediator. Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Class.

7. How will the Settlement be distributed?

Aurora has agreed to pay Two Million Six Hundred Thousand Dollars and No Cents (\$2,600,000.00) into a settlement fund. Settlement Class Members are eligible to receive a portion of the amount in the settlement fund remaining after payment of administrative expenses, any attorneys’ fees and expenses that the Court awards to Plaintiff’s lawyers, and any Incentive Award to the Named Plaintiff. The amount of each Settlement Class Member’s payment will be based on how many quarters during the Class Period the Settlement Class Member participated in the Plan and will be determined according to a Plan of Allocation in the Settlement Agreement, which will be available on the Settlement Website at www.█.com prior to the Final Approval Hearing. Payments to Settlement Class Members will be made directly by check, or Settlement Class Members can instead elect to receive their payment through a rollover to a qualified retirement account.

8. When will I get my payment?

You will receive a check in the amount of your share of the Qualified Settlement Fund in due course once the Settlement has received final approval and/or after any appeals have been resolved in favor of the Settlement. All checks will expire and become void not later than 120 days after they are issued if they have not been cashed. These payments may have certain tax consequences; you should consult your tax advisor. Class Counsel cannot provide tax advice concerning the settlement.

9. 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, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, accrued or not, whether arising under federal, state, or local law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual, representative, or representative capacity or otherwise, whether involving legal equitable, injunctive, declarative, or any other type of relief (including, without limitation, indemnification or contribution), whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, based in whole or in part on acts or failures to act through the end of the Class Period.

10. 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 Settlement Class Members to exclude themselves from the Settlement. As a member of the Settlement Class, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action

against Defendants or are otherwise included in the release under the Settlement. The Court resolves the issues for all Settlement Class Members. Although Settlement Class Members 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

11. Do I have a lawyer in the case?

The law firm of Walcheske & Luzi, LLC as Class Counsel represent the Named Plaintiffs and the Settlement Class ("Class 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.

12. How will the lawyers be paid?

Prior to the Fairness Hearing, Class Counsel will apply for an award of attorneys' fees and expenses and an Incentive Award for the Named Plaintiff. The total amount that Class Counsel will seek for fees, expenses, and incentive awards will not exceed Nine Hundred Ten Thousand Dollars and No Cents (\$910,000.00). Aurora will be responsible for payment of this amount. To date, Class Counsel has not received any payment for their services in prosecuting this Action on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. The fee requested by Class Counsel would compensate them for their efforts in achieving the Settlement for the benefit of the Settlement Class and for their risk in undertaking this representation on a contingency basis. The Court will determine the actual amount of the award.

OBJECTING TO THE SETTLEMENT

13. How do I object to the Settlement?

Any member of the Settlement Class who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the application for payment of attorneys' fees and expenses, or to the application for an incentive fee for the Named Plaintiff, may file an Objection in writing. All written objections and supporting papers must: (1) clearly identify the case name and number "*Woznicki v. Aurora Health Care, Inc.*, Case No. 20-cv-1246;" (2) be filed with the Court and either postmarked and mailed or faxed to Class Counsel and Defendants' Counsel at the addresses below on or before [REDACTED]; (3) set forth your full name, current address, and telephone number; (4) set forth a statement of the position you wish to assert, including the factual and legal grounds for the position; (5) set forth the names and a summary of testimony of any witnesses that you might want to call in connection with the Objection; (6) provide copies of all documents that you wish to submit in support of your position; (7) provide the name(s), address(es) and phone number(s) of any attorney(s) representing you; (8) state the name, court, and docket number of any class action litigation in which you and/or your attorney(s) has previously appeared as an objector or provided legal assistance with respect to an objection; and (9) include your signature.

The addresses for filing objections with the Court and service on counsel are listed below. **Your written objection must be filed with the Court, and mailed or faxed to the counsel listed below by no later than [REDACTED]:**

File with the Clerk of the Court:

Clerk of the Court
United States District Court
Eastern District of Wisconsin
517 E. Wisconsin Ave - Room 362
Milwaukee, WI 53202

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

CLASS COUNSEL:

James A. Walcheske
Scott S. Luzi
Paul M. Secunda
WALCHESKE & LUZI, LLC
15850 W. Bluemound Rd., Suite 304
Brookfield, Wisconsin 53005
psecunda@walcheskeluzi.com

DEFENDANTS' COUNSEL:

Amy L. Blaisdell
Daniel J. Schwartz
Heather M. Mehta
GREENSFELDER, HEMKER & GALE, P.C.
10 South Broadway, Suite 2000
St. Louis, Missouri 63102
apb@greensfelder.com

UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND AN INCENTIVE FEE TO THE NAMED PLAINTIFFS.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on [REDACTED], at [REDACTED].M. CDT, at the United States District Court for the Eastern District of Wisconsin, 517 E. Wisconsin Ave, Milwaukee, WI 53202, Courtroom 320.

IF YOU DO NOT WISH TO OBJECT TO THE PROPOSED SETTLEMENT OR THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD TO THE NAMED PLAINTIFF, YOU NEED NOT ATTEND THE FAIRNESS HEARING.

At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for attorneys' fees and expenses and an incentive fee to the Named Plaintiffs. We do not know how long these decisions will take.

15. Do I have to come to the hearing?

Class Counsel will answer questions Judge Ludwig may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable, and adequate. You may also have your own lawyer attend the Fairness Hearing at your expense, but such attendance is not necessary.

16. May I speak at the hearing?

If you are a member of the Settlement Class and you have filed a timely objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a “Notice of Intention to Appear at Fairness Hearing in *Woznicki v. Aurora Health Care, Inc.*, Case No. 20-cv-1246.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the attorneys listed above and the Court, postmarked and mailed or sent via facsimile no later than [REDACTED]. The Fairness Hearing may be delayed by the Court without further notice to the Class. If you wish to attend the Fairness Hearing, you should confirm the date and time with a member of Class Counsel.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will participate in the Settlement as described above in this Notice if the Settlement is approved.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. You may obtain a paper copy of the Settlement Agreement by making a written request to a member of Class Counsel listed above under item 13. Copies of the Settlement Agreement, as well as the motion seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, may also be viewed at [www.\[REDACTED\].com](http://www.[REDACTED].com).

DATED:

By Order of the Court

Hon. Brett H. Ludwig
United State District Judge
Eastern District of Wisconsin

Exhibit C

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

LINDA A. WOZNICKI, individually,
and as representative of a Class of
Participants and Beneficiaries
of the Aurora Health Care, Inc.
Incentive Savings Plan,

Plaintiff,

Case No. 2:20-cv-1246-BHL

v.

AURORA HEALTH CARE, INC., *et al.*

Defendants

**[PROPOSED] ORDER ON PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This litigation arose out of claims of alleged breaches of fiduciary duties in violation of the Employee Retirement Income Security Act of 1974 (“ERISA”), asserted against Aurora Health Care, Inc., the Board of Directors of Aurora Health Care Inc., and John Does 1-30 (“Defendants”) in connection with the management of the Aurora Health Care, Inc. Incentive Savings Plan (“Plan”).

Presented to the Court for preliminary approval is a settlement of the litigation as against all Defendants. The terms of the Settlement are set out in a Class Action Settlement Agreement dated October 20, 2022, executed by Class Counsel and Defendants’ Counsel. Except as otherwise defined herein, all

capitalized terms used herein shall have the same meaning as ascribed to them in the Settlement Agreement.

Upon reviewing the Settlement Agreement and the papers submitted in connection with the Motion for Preliminary Approval, and good cause appearing therefore,

It is hereby ORDERED as follows:

1. Preliminary Findings Regarding Proposed Settlement: The Court preliminarily finds that:

A. The proposed Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;

B. The Settlement was negotiated only after Class Counsel had received pertinent information and documents from Defendants;

C. Class Counsel and the Class Representatives have submitted declarations in support of the Settlement; and

D. Considering the relevant Seventh Circuit factors, the Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Settlement Class.

2. Fairness Hearing: A hearing will be held on [a date no sooner than one hundred twenty (120) calendar days after the date of the Preliminary Approval Order] _____, 2022, at _____m., in Courtroom XXX of the United States District Court for the Eastern District of Wisconsin, before the undersigned United States District Judge, to determine, among other issues:

- A. Whether the Court should approve the Settlement as fair, reasonable, and adequate;
- B. Whether the Court should enter the Final Approval Order, and
- C. Whether the Court should approve any motion for Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Compensation.

3. Settlement Administrator: The Court approves and orders that Analytics shall be the Settlement Administrator responsible for carrying out the responsibilities set forth in the Settlement Agreement.

- A. The Settlement Administrator shall be bound by any non-disclosure or security protocol jointly required by the Parties, set forth in writing to the Settlement Administrator.
- B. The Settlement Administrator shall use the data provided by Defendants and the Plan's recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.
- C. The Parties shall have the right to approve a written protocol to be provided by the Settlement Administrator concerning how the Settlement Administrator will maintain, store, and dispose of information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

4. **Class Certification:** The following Settlement Class is preliminarily certified for settlement purposes only pursuant to Fed. R. Civ. P. 23(b)(1):

All participants and beneficiaries of the Aurora Health Care, Inc. Incentive Savings Plan beginning six (6) years before the commencement of the Action and running through the Settlement Date, excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan.

The Court appoints Linda A. Woznicki as representative for the Settlement Class.

Further, the Court appoints Walcheske & Luzi, LLC as counsel for the Settlement Class.

5. **Class Notice:** The Parties have presented to the Court the Class Notice, which are the proposed forms of notice regarding the Settlement for mailing to Settlement Class Members.

A. The Court approves the text of the Class Notice and finds that the proposed form and content therein fairly and adequately:

- i. Summarizes the claims asserted;
- ii. Describes the terms and effect of the Settlement;
- iii. Notifies the Settlement Class that Class Counsel will seek compensation from the Qualified Settlement Fund for attorneys' fees and costs, Administrative Expenses, and an Incentive Award;
- iv. Gives notice to the Settlement Class of the time and place of the Fairness Hearing, and Settlement Class Members' right to appear; and

- v. Describes how the recipients of the Class Notice may object to the Settlement, or any requested attorneys' fees and costs, Administrative Expenses, or an Incentive Award.

B. Pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the contents of the Class Notice and mailing the Class Notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Settlement Class Members, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and due process.

C. The Settlement Administrator shall send by first class mail the appropriate Class Notice to each Settlement Class Member within forty-five (45) calendar days of the date of this Order, as specified in the Settlement Agreement, based on data provided by the Plan's recordkeeper. The Class Notice shall be mailed by first-class mail, postage prepaid, to the last known address of each Settlement Class Member provided by the Plan's recordkeeper (or its designee), unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by the Plan's recordkeeper (or its designee). The Settlement Administrator shall use commercially reasonable efforts to locate any Settlement Class Member whose Class Notice is returned and re-mail such documents one additional time.

D. Pursuant to the Plan of Allocation in the Settlement Agreement, Settlement Class Members will receive their settlement payment via check unless the Settlement Class Member elects to rollover the amount into a qualified retirement plan or individual retirement account.

E. On or before the date that Class Notices are sent to the Settlement Class, the Settlement Administrator shall establish a Settlement Website and telephone support line as provided by the Settlement Agreement. The Settlement Administrator shall post a copy of the Class Notice on the Settlement Website.

6. Objections to Settlement: Any objections to the Settlement shall be heard, and any papers submitted in support of the objections shall be considered by the Court at the Fairness Hearing if they have been timely sent to Class Counsel and Defendants' Counsel. To be timely, the objection and any supporting documents must be sent to Class Counsel and Defendants' Counsel at least twenty-eight (28) calendar days prior to the scheduled Fairness Hearing.

7. Responses to Objections and Final Approval Motion: Any party may file a response to an objection by a Settlement Class Member at least fourteen (14) calendar days before the Fairness Hearing. Plaintiff shall file her Motion for Final Approval at least fourteen (14) calendar days before the Fairness Hearing.

8. Continuance of Hearing: The Court may adjourn, modify, or continue the Fairness Hearing without further direct notice to the Settlement Class Members by notice via the Court's docket or the Settlement Website.

9. **CAFA Notice:** The Court approves the form of the CAFA Notice attached as Exhibit D to the Settlement Agreement and orders that upon the mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under the Class Action Fairness Act, 28 U.S.C. §§ 1711, *et seq.*

IT IS SO ORDERED.

Dated: _____

Hon. Brett H. Ludwig
United States Chief District Judge

Insert date

EXHIBIT D

Via U.S.P.S. Priority Certified Mail

<<name1>>

<<name2>>

<<addr1>>

<<addr2>>

<<city>>, <<state>> <<zip>>

*Re: Linda A. Woznicki v. Aurora Health Care, Inc., et al.
Eastern District of Wisconsin
No. 2:20-cv-1246-BHL*

Dear Madam or Sir:

Analytics LLC, claims administrator, on behalf of Aurora Health Care, Inc., the Board of Directors of Aurora Health Care, Inc., and John Does 1-30 (“Aurora”), defendants in the above-referenced action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, to advise you of a proposed class action settlement between Aurora and the plaintiffs in the above-referenced action. Please take notice of the following items of information and enclosed materials, which are provided to you pursuant to 28 U.S.C. § 1715(b).

On November 21, 2022, Plaintiff filed a motion with the United States District Court for the Eastern District of Wisconsin, requesting preliminary approval of the proposed settlement. The Court granted preliminary approval of the proposed settlement on [REDACTED], 2022. A final approval hearing is currently scheduled before the Court for [REDACTED], 2022, at [REDACTED].m.

In reference to this letter, a website has been set up for viewing the documents associated with this case. The website is [REDACTED] and on this website, under the folder with the case name, the following documents can be found:

1. The Complaint;
2. The First Amended Complaint;
3. The proposed Settlement Agreement between the parties;

4. The proposed Class Notice that will be mailed to the Class;
5. The Court's May 27, 2022, Order dismissing the breach of loyalty and duty to disclose claims;
6. The Plaintiff's Motion for Preliminary Approval (including exhibits); and
7. The Court's Order Preliminary Approving Settlement, Notice Procedures, and Scheduling a Final Approval Hearing.

At this time, a final list of class members is not available. It is estimated that the class will have approximately 49,410 members with 92% residing in Wisconsin, 2% in Illinois, and less than 1% in each of the other 50 states, the District of Columbia, and abroad.

There are no contemporaneous agreements between class counsel and counsel for defendant in conjunction with the proposed settlement, other than the enclosed settlement agreement.

If you have questions about this notice, the settlement, or how to access and view the documents on the website, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,