

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

LINDA A. WOZNICKI, et al.,

Plaintiffs,

v.

AURORA HEALTH CARE, INC., et al.,

Defendants.

Case No. 20-cv-1246

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 during the Class Period, excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan.

Aurora has agreed to cause to be paid \$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 prior to December 31, 2019, that the Settlement Class Member participated in the Plan and will be determined according to a Plan of Allocation in the Settlement Agreement, which is available on the Settlement Website at www.AuroraERISAsettlement.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.

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 SETTLEMENT CLASS MEMBER 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.

Questions? Visit www.AuroraERISAsettlement.com or call 1-855-399-0584
DO NOT CALL THE COURT as they cannot answer your questions.

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 and entitled to a payment under the Settlement Agreement, you do not need to do anything to receive a Settlement payment.
YOU CAN OBJECT NO LATER THAN MARCH 9, 2023. WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT BY THIS DATE.	You cannot opt out of this Settlement. But, if you wish to object to any part of the Settlement, you may do so. You must submit your objection to the Court, Class Counsel, and the Defendants’ Counsel in accordance with the requirements of Question 15.
YOU CAN GO TO THE HEARING ON APRIL 6, 2022, 9:30 A.M. CDT BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN MARCH 9, 2023.	If you have submitted a written objection to the Court and filed a Notice of Intention to Appear as described in Question 18 of this Notice, 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.

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BASIC INFORMATION

1. Why did I receive this Notice?

Either you or someone in your family may have been a Plan participant or a beneficiary of a participant during the Class Period. 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. What is this action about?

On August 14, 2020, the Named Plaintiff, a former participant in the Plan, filed a class action against the Defendants alleging that the 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.AuroraERISAsettlement.com.

The Defendants have denied and continue to deny all of the claims in the Action and assert that they have always acted prudently and in the best interests of Plan participants and beneficiaries. Defendants believe that the Plan's administrative, investment, and management advisory fees and expenses were reasonable and appropriate. Defendants deny all allegations of wrongdoing made in the Amended Complaint in this Action and deny that the Named Plaintiff, the Plan, or any of the Plan's participants or beneficiaries suffered any losses. Defendants further maintain that they acted prudently and loyally at all times when acting in any fiduciary capacity with respect to the Plan.

Defendants moved to dismiss the Amended Complaint, and on May 27, 2022, the Court denied in part and granted in part that motion. On June 24, 2022, the Court stayed further proceedings in the case until September 15, 2022, to allow for mediation.

On August 30, 2022, the parties entered into mediation with an experienced and neutral mediator, Robert A. Meyer, Esq. Mr. Meyer has substantial experience mediating cases involving ERISA and retirement plan issues, including cases alleging excessive fees. The parties reached an agreement to settle the Action with the assistance of Mr. Meyer. 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.

3. Why is this 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 who have similar claims collectively make up the "class" and are referred to as "Settlement Class Members." One case resolves the issues for all Settlement Class Members together. Because the conduct alleged in the Action is claimed to have affected a large group of individuals – participants and beneficiaries in the Plan during the Class Period – in a similar way, the Named Plaintiff in this case filed this case as a class action. Brett H. Ludwig, United States District Judge, is presiding over this case.

4. Why is there a Settlement?

Under the proposed Settlement, the Court will not decide the merits of the case in favor of either the Named Plaintiff or the Defendants. Instead, the Named Plaintiff and the Defendants have agreed to the Settlement and by doing so, both the Named 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. Based on these factors, the Named Plaintiff

and Class Counsel have concluded that the proposed Settlement is fair, reasonable, adequate, and in the best interest of all Class Members.

5. 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 the date Final Approval Order becomes final, excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan.

6. What does the Settlement provide?

Aurora has agreed to cause to be paid \$2,600,000 (Two Million Six Hundred Thousand Dollars) into a Qualified 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.AuroraERISAsettlement.com prior to the Final Approval Hearing. Payments to Settlement Class Members will be made directly by check with applicable taxes withheld and reported on an IRS Form 1099-R, or Settlement Class Members can instead elect to receive their payment through a rollover to a qualified retirement account. Any amount remaining in the Qualified Settlement Fund after payment to the Settlement Class Members shall be awarded as cy pres to the Pension Rights Center, a non-profit consumer organization committed to protecting and promoting retirement security.

In exchange for the payment to the Qualified Settlement Fund, all Settlement Class Members and anyone claiming through them will fully release the Defendants and other Releasees from the Released Claims, as defined in the Settlement Agreement, which is available at www.AuroraERISAsettlement.com. Generally, the release means that Class Members will not have the right to sue the Plan, Defendants, or related parties for conduct during the Class Period arising out of or related to the allegations in the Action.

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.AuroraERISAsettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. How much will my payment be?

The Plan of Allocation describes how the payment of Settlement Class Members will be calculated and is available at www.AuroraERISAsettlement.com. In general, the amount of each Settlement Class Member's payment will be based on the number of calendar quarters during the Class Period prior to December 31, 2019, when the Plan was frozen, that a Settlement Class Member participated in the Plan. 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 including administrative expenses, attorneys' fees and expenses and any Incentive Award to the Named Plaintiff) by the total number of quarters the Settlement Class Members participated in the Plan prior to December 31, 2019, when the Plan was frozen. Each Settlement Class Member's total calculated payment shall be a maximum of fifty dollars (\$50.00). If a Settlement Class Member's total calculated payment would be less than five dollars (\$5.00), it will be removed from the calculation and such Settlement Class Member shall not receive a payment.

You will not be required to produce records to show your Plan participation. If you are entitled to a share of the Qualified Settlement Fund, your share of the Qualified Settlement Fund will be determined based on the Plan's records.

8. How can I receive my payment?

Settlement Class Members do not have to file a claim to receive a settlement payment. Payments to Class Members will be made directly by check with applicable taxes withheld and reported on an IRS Form 1099-R, or Class Members may instead elect to receive their payment through a rollover to a qualified retirement account. Checks issued will expire and become void 120 days after the date they are issued if they have not been cashed.

Settlement Class Members who would prefer to have their payment rolled over into a qualified retirement plan account or individual retirement account may elect that rollover option by filling out the enclosed “Participant Rollover Form” by **March 27, 2023**. For payments effectuated as a rollover, taxes will not be withheld.

The Settlement Administrator will provide information regarding how to properly complete the Participant Rollover Form, but it will not provide financial, tax, or other advice concerning which form of payment to elect. Because the form of payment may have certain tax consequences for affected Participants, please consult your tax advisor before deciding whether to do nothing (and receive your payment directly to you as a check) or elect a rollover. Class Counsel cannot provide tax advice concerning the settlement.

If your mailing address has changed, please contact the Settlement Administrator at 1-855-399-0584 to provide your current address and ensure your payment is sent there.

9. When will I receive my payment?

The timing of the distribution of the Settlement Amount is conditioned on several matters, including the Court’s final approval of the Settlement and any approval becoming final and no longer subject to any appeals in any court. If the Settlement is approved by the Court and there are no appeals, the Settlement distribution likely will occur within approximately two months of the Court’s Final Approval Order, unless there are unforeseen circumstances. There will be no payments under the Settlement if the Settlement Agreement is terminated.

10. 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: (1) that have been, could have been, or could be brought by or on behalf of all or any Settlement Class Member 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; (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; (3) That assert a claim for breach of fiduciary duty against any Plan fiduciary; (4) that relate to the compensation or services of any Plan service provider or Plan fiduciary; (5) that relate to or arise out of the defense or settlement of the Action; (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 Settlement 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; (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 (8) that relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.

11. Can I exclude myself from the Settlement?

No. The Settlement Class has been certified by the Court for settlement purposes under Federal Rule of Civil Procedure 23(b)(1) and/or 23(b)(2) (non-opt-out class). Therefore, as a Class Member, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise released under the Settlement.

Although Class Members cannot opt-out of the Settlement, you may object to the Settlement and ask the Court not to approve the Settlement. For more information on how to object to the Settlement, see the answer to Question 15 below.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The law firm of Walcheske & Luzi, LLC as Class Counsel represent the Named Plaintiff 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.

13. 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 Fifteen Thousand Dollars and No Cents (\$915,000.00). This amount will be paid from the Qualified Settlement Fund. 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. Class Counsel will seek an Incentive Award as compensation for the Named Plaintiff of no more than \$10,000.

INDEPENDENT FIDUCIARY

14. Will the Settlement be reviewed by anyone other than the Court?

Yes. The Parties have selected and retained an experienced Independent Fiduciary to review the Settlement and determine whether the Settlement Agreement complies with Prohibited Transaction Class Exemption 2003-39 and whether it will file an objection to the Settlement. As an impartial third party, the Independent Fiduciary will review the Action and the Settlement, including the claims alleged against Defendants, the terms of the Settlement and the Plan of Allocation that will be used to determine each Settlement Class Member’s recovery amount. The Independent Fiduciary will submit its written approval and findings supporting such approval to the Court. The Independent Fiduciary’s written report and approval will be filed with the Court on or before the deadline for filing the Final Approval Motion.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the fairness, reasonableness or adequacy of the Settlement, any term of the Settlement, the requested attorneys’ fees and expenses, or the requested Incentive Award to the Named Plaintiff. If you object, you must give the reasons why you think the Court should not approve the Settlement, the requested attorneys’ fees and costs, or the payments to the Settlement Class Members.

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 March 9, 2023:**

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

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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

The objection must be in writing and include the following: (1) clearly identify the case name and number “*Woznicki v. Aurora Health Care, Inc.*, Case No. 20-cv-1246;” (2) your name (3) your current address and telephone number; (4) a statement of your objection, including the factual and legal grounds for the position; (5) the names and a summary of testimony of any witnesses that you might want to call in connection with the objection; (6) copies of all documents that you wish to submit in support of your objection; (7) the name(s), address(es) and phone number(s) of any attorney(s) representing you; (8) the name, court, and docket number of any class action litigation in which you and/or your attorney(s) have previously appeared as an objector or provided legal assistance with respect to an objection; and (9) your signature.

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 PLAINTIFF.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on April 6, 2023, 9:30 a.m. CDT, at the United States District Court for the Eastern District of Wisconsin, 517 E. Wisconsin Ave, Milwaukee, WI 53202, Courtroom 320.

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

17. Do I have to attend the hearing?

No, but you are welcome to come at your own expense. You may also make an appearance through an attorney. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

18. May I speak at the hearing?

Yes, 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 in the answer to Question 15 and the Court at the address listed in the answer to Question 15, postmarked and mailed no later than March 9, 2022. 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

19. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

20. 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.AuroraERISAsettlement.com.

DATED: January 6, 2023

By Order of the Court
Hon. Brett H. Ludwig
United State District Judge
Eastern District of Wisconsin