

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

Del Sesto et al. v. Prospect Chartercare, LLC et al.

C.A. No: 1:18-CV-00328-WES-LDA

NOTICE OF CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS MIGHT BE AFFECTED IF YOU ARE A MEMBER OF THE FOLLOWING CLASS (the “Settlement Class”):

All participants of the St. Joseph Health Services of Rhode Island Retirement Plan (“the Plan”), including:

- i) all surviving former employees of St. Joseph Health Services of Rhode Island who are entitled to benefits under the Plan; and
- ii) all representatives and beneficiaries of deceased former employees of St. Joseph Health Services of Rhode Island who are entitled to benefits under the Plan.

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. YOU HAVE NOT BEEN SUED.

U.S. District Judge William E. Smith of the United States District Court for the District of Rhode Island (the “Court”) has preliminarily approved a proposed settlement (the “Settlement”) of a class action lawsuit brought under the Employee Retirement Income Security Act of 1974 (“ERISA”) and state common law. The Settlement will provide for payments to the Plan. The Settlement is summarized below.

The Court has scheduled a hearing (the “Final Approval Hearing”) to consider the Individual Named Plaintiffs’ motion for final approval of the Settlement, including Plaintiffs’ Counsel’s application for attorneys’ fees. The Final Approval Hearing before U.S. District Judge William E. Smith has been scheduled for March 14, 2024, the United States District Court for the District of Rhode Island, Courtroom 3, Federal Courthouse, 1 Exchange Terrace, Providence, Rhode Island 02903. Any objections to the Settlement or the application for attorneys’ fees must be served in writing on Plaintiffs’ Counsel and on the

Diocesan Defendants' attorneys, as identified on pages 12 and 13 of this Notice of Class Action Settlement ("Mailed Notice"). The procedure for objecting is described below.

This Mailed Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Settlement Agreement (herein referred to as the "Plan/Diocesan Defendants Settlement Agreement"). Capitalized terms used in this Mailed Notice but not defined in this Mailed Notice have the meanings assigned to them in the Plan/Diocesan Defendants Settlement Agreement. The Plan/Diocesan Defendants Settlement Agreement, and additional information with respect to this lawsuit (the "Action") and the Settlement, is contained in Plaintiffs' Motion for Preliminary Settlement Approval, Settlement Class Certification, Appointment of Class Counsel, and a Finding of Good Faith Settlement ("Plaintiffs' Motion for Preliminary Settlement Approval"), filed on October 25, 2023, and is available at the internet site <https://www.pierceatwood.com/receivership-filings-st-joseph-health-services-rhode-island-retirement-plan> ("the Plan Receiver's Web Site") that was established by Attorney Stephen Del Sesto as Court-Appointed Receiver and Administrator of the Plan (hereinafter the "Plan Receiver") in that certain civil action entitled *St. Joseph Health Services of Rhode Island, Inc. v. St. Joseph Health Services of Rhode Island Retirement Plan*, C.A. No. PC-2017-3856, filed in Providence County Superior Court in the State of Rhode Island (the "Plan Receivership Proceedings").

PLEASE READ THIS MAILED NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS, 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 NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT BY FOLLOWING THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

YOU WILL NOT RECEIVE A DIRECT PAYMENT IN CONNECTION WITH THIS SETTLEMENT

The Settlement provides for payment of certain funds to increase the assets of the Plan, and to put the Plan on a better financial position than it would be without the Settlement to meet payment obligations to Plan participants and their beneficiaries in accordance with their rights under the Plan and applicable law. It is not expected that the Settlement will increase Plan assets sufficiently to make the Plan fully funded to meet all its benefit

obligations. The parties hope but have no assurance that approval of this settlement will facilitate the Pension Benefit Guaranty Corporation (“PBGC”) taking over the Plan and agreeing to provide the maximum statutory guaranteed benefits. However, if that does not occur, the Settlement will be void.

Plan Participants or beneficiaries of Plan participants will not receive any direct payments in connection with this Settlement.

If the Settlement is approved by the Court and you are a member of the Class, you will not need to do anything.

**THIS SETTLEMENT WILL NOT REDUCE YOUR RIGHTS TO
COMMENCE OR CONTINUE TO RECEIVE A BENEFIT FROM THE PLAN**

If the Settlement is approved by the Court and you are a member of the Settlement Class, your entitlement to commence or receive a benefit at the time and in the form provided under the terms of the Plan will not be reduced or diminished as a result of your participation in the Settlement. To the contrary, the effect if the Settlement is approved by the Court will be to increase the assets available to pay benefits under the Plan.

YOU MAY OBJECT TO THE SETTLEMENT BY FEBRUARY 12, 2024.

If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.

**YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD
ON MARCH 14, 2024**

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you have filed a written notice of objection in advance of the Final Approval Hearing AND you file a Notice of Intention to Appear. To file a written notice of objection and Notice of Intention to Appear, you must follow the instructions set forth in answer to Question 12 in this Mailed Notice.

• These rights and options—and the deadlines to exercise them—are explained in this Mailed Notice.

• The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement.

Further information regarding this Action and this Mailed Notice may be obtained by contacting the following Plaintiffs’ Counsel:

Max Wistow, Esq., Stephen P. Sheehan, Esq.,
or Benjamin Ledsham, Esq.
WISTOW, SHEEHAN & LOVELEY, PC
61 Weybosset Street
Providence, RI 02903
401-831-2700 (tel.)
mwistow@wistbar.com
spsheehan@wistbar.com
bledsham@wistbar.com

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SUMMARY OF SETTLEMENT

This Action is in part a class action in which the Plan Receiver and the Individual Named Plaintiffs claim that the Plan is underfunded such that it will not be able to pay all the benefits to which Plan participants are entitled, and that the defendants are liable for that underfunding, as well as related claims. Copies of the Complaint and First Amended Complaint filed in the Action are available at the Plan Receiver’s Web Site, <https://www.pierceatwood.com/receivership-filings-st-joseph-health-services-rhode-island-retirement-plan>.

The Diocesan Defendants are Defendants Roman Catholic Bishop of Providence, a corporation sole, Diocesan Administration Corporation, and Diocesan Service Corporation (collectively the “Diocesan Defendants”). If this Settlement is approved, the Plan Receiver and the Individual Named Plaintiffs will continue to assert claims against (to the extent of their assets) CharterCARE Community Board (“CCCB”), St. Joseph Health Services of Rhode Island (“SJHSRI”), and Roger Williams Hospital (“RWH”), in the Rhode Island Superior Court matter captioned In re: CharterCARE Community Board, St. Joseph Health Services of Rhode Island and Roger Williams Hospital (C.A. No. PC-2019-11756) (the “Liquidation Proceedings”). The Plan Receiver’s and the Individual Named Plaintiffs’ claims against the Diocesan Defendants arise principally from a 2014 transaction in which certain of the assets and certain of the liabilities of SJHSRI, RWH, and CCCB were sold. The Plan Receiver’s and the Individual Named Plaintiffs’ claims are set forth in the allegations in the First Amended Complaint in this Action, the material terms of which the Diocesan Defendants deny.

The terms of settlement are set forth in the Settlement Agreement. Under the agreement, the Diocese will make a gross payment of \$2.5 million, the net proceeds of which will be paid to the Plan Receivership after payment of attorneys’ fees, upon the occurrence of the following events:

- First, the Court agrees to stay¹ the pending litigation pending the action by Pension Benefit Guaranty Corporation (“PBGC”);

¹ This condition has already been satisfied.

- Second, as of an appropriate time (expected to be no sooner than the Spring of 2024) the Plan's Receiver will seek to have PBGC terminate the Plan, and PBGC agrees to take over the Plan;
- Third, PBGC agrees, upon Plan termination and trusteeship, to release, or to not assert, any claims against any Diocesan-related entities;
- Fourth, PBGC agrees to provide the maximum statutory guaranteed benefits; and
- Fifth, the Court and the Superior Court approve the settlement terms, including complete releases of all claims by the settlement class, with the Court certifying a settlement class.

Should any of these conditions not be met, the Settlement Agreement will become void, no payments will be made, the lawsuit will continue, and all claims and defenses will remain outstanding.

In consideration for Diocesan Defendants' Settlement Payment to the Plan Receiver, the Plan Receiver and the Individual Named Plaintiffs agree to release the Diocesan Defendants and certain other individuals and entities and to dismiss all claims against the Diocesan Defendants in this Action or in related litigation that is pending in the Rhode Island Superior Court. The terms and conditions of those releases are more fully described in the Plan/Diocesan Defendants Settlement Agreement.

This Settlement is contingent upon final approval by the United States District Court for the District of Rhode Island in this Action. Further details regarding this Settlement are described below.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

If this Settlement had not been agreed to, or if this Settlement does not receive the necessary final approval from the United States District Court for the District of Rhode Island in this Action, the Diocesan Defendants would dispute the claims asserted in the Action and in the related litigation.

The Plan Receiver and the Individual Named Plaintiffs would face an uncertain outcome if the Action and the related litigation were to continue against the Diocesan Defendants and the non-Diocesan Defendants. There is no assurance that the Plan Receiver or the Individual Named Plaintiffs will secure recoveries from the Diocesan Defendants. In that case, this proposed Settlement may be the only opportunity to significantly increase the assets of the pension fund to pay benefits as and when they are due, and the

consequence of not approving the Settlement may be that the pension fund runs out of money sooner than if the Settlement were approved.

It is not possible to forecast exactly which type of outcome would occur if this Action and the related litigation were to continue against the Diocesan Defendants. The litigation risks involving the Diocesan Defendants arise out of the unique facts of this case and the novelty and complexity of the legal issues involved, which could result in a verdict in favor of the Diocesan Defendants on liability. Moreover, as discussed below, because of the limited remedies available under ERISA, Plaintiffs could succeed in proving their claims against the Diocesan Defendants but receive limited or even no recovery.

Plaintiffs principally contend the Diocesan Defendants became liable for the Plan by improperly participating (in violation of fiduciary duties they owed to the Plan participants) in the 2014 Asset Sale concerning assets of CCCB, SJHSRI, and RWH (including, most notably, the hospitals known as Our Lady of Fatima Hospital and Roger Williams Hospital, as well as other medical facilities).

Those claims involve highly contested factual issues. Notably, the Diocese of Providence contends it ceased acting as Plan Sponsor and Plan Administrator in 1995, nineteen (19) years before the Asset Sale. Beginning in 1995, the Plan Sponsor and Administrator was purportedly SJHSRI, and the Diocese of Providence contends it had no formal role in connection with the Plan. The Diocesan Defendants claim, therefore, that they are not liable for any irregularities that occurred in connection with the Asset Sale in 2014.

Moreover, the Diocesan Defendants dispute that the Asset Sale was improper. Plaintiffs' claim that the Asset Sale was improper would have to overcome the fact that the Asset Sale was approved by the Rhode Island Attorney General and the Rhode Island Department of Health, after voluminous filings and public hearings.

Those claims also involve legal issues that affect Plaintiffs' potential recovery. Plaintiffs asserted overlapping (a) ERISA and (b) state law claims for breaches of fiduciary duty. On September 13, 2023, the Court granted the Diocesan Defendants partial summary judgment. The Court held that the Plan ceased to qualify as a Church Plan by April 29, 2013 at the very latest, which, if not vacated by the Court or on appeal, would likely result in many (and possibly all) of the Plaintiffs' state law claims against the Diocesan Defendants being dismissed under ERISA preemption.

In that event, Plaintiffs would be allowed to proceed with their claims under ERISA. However, ERISA allows only equitable remedies, and the law is arguably unclear whether any such remedies would result in Plaintiffs obtaining a recovery from the Diocesan

Defendants. Thus, Plaintiffs might succeed in proving their claims against the Diocesan Defendants but still receive little or even no recovery.

In summary, the Plan Receiver, the Individual Named Plaintiffs, and the Diocesan Defendants do not agree on liability. They also do not agree on the amount that would be recoverable even if the Plan Receiver and the Individual Named Plaintiffs were to prevail at trial against the Diocesan Defendants. If this Settlement had not been agreed to, or if this Settlement is not approved, the Diocesan Defendants would strongly deny all claims and contentions by the Plaintiffs and deny any wrongdoing with respect to the Plan.

Nevertheless, having considered the uncertainty and expense inherent in any litigation, particularly in a complex case such as this, the Plan Receiver and the Individual Named Plaintiffs and the Diocesan Defendants have concluded that it is desirable that the Action be fully and finally settled as between them, on the terms and conditions set forth in the Plan/Diocesan Defendant Settlement Agreement.

STATEMENT OF ATTORNEYS' FEES SOUGHT IN THE ACTION

Plaintiffs' Counsel will apply to the Court for an order awarding attorneys' fees in accordance with the Retainer Agreement previously approved by the Rhode Island Superior Court in the Plan Receivership Proceedings concerning Plaintiffs' Counsel's representation of the Plan Receiver in this and other cases, in the amount of 23 1/3% of the Settlement Payment. Any amount awarded will be paid from the Settlement Payment. The Diocesan Defendants will not oppose Plaintiffs' Counsel's application and otherwise have no responsibility for payment of such fees.

Neither the Individual Named Plaintiffs nor any of the Settlement Class Members will receive any direct payments in connection with the Settlement. The Plan Receiver will receive the Net Settlement Amount for deposit into the assets of the Plan in accordance with the orders of the Superior Court in the Plan Receivership Proceeding. The benefit the Individual Named Plaintiffs or any of the Settlement Class Members will receive will be that the funds paid to the Plan in connection with the Settlement will increase the amount of the assets of the Plan available to pay benefits to the Plan participants and the beneficiaries of the Plan participants.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You are a member of the Settlement Class, because you are a Participant in the Plan, or are the Beneficiary of someone who is a participant in the Plan.

The Court directed that this Mailed Notice be sent to you because, since you were identified as a member of the Settlement Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. This Mailed Notice describes the Action and the Settlement.

The Court in charge of the Action is the United States District Court for the District of Rhode Island. The persons who sued are Stephen Del Sesto (as Receiver and Administrator of the Plan), and seven Plan participants, Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Carol Short, Donna Boutelle, and Eugenia Levesque. These Plan participants are called the “Individual Named Plaintiffs,” and the people they sued are called “Defendants”. The remaining Defendants are CharterCARE Community Board, St. Joseph Health Services of Rhode Island, the corporation Roger Williams Hospital, Roman Catholic Bishop of Providence, Diocesan Administration Corporation, and Diocesan Service Corporation. The Action is known as *Del Sesto et al. v. Prospect Chartercare LLC, et al.*, C.A. No: 1:18-CV-00328-WES-LDA.

The Settlement also involves and resolves certain claims asserted in related litigation in the Rhode Island Superior Court (the “Related Litigation”).

2. WHAT IS THE ACTION ABOUT?

The Individual Named Plaintiffs and the Plan Receiver principally contend the Diocesan Defendants became liable for the Plan by improperly participating (in violation of fiduciary duties they owed to the Plan participants) in the 2014 Asset Sale concerning assets of CCCB, SJHSRI, and RWH (including, most notably, the hospitals known as Our Lady of Fatima Hospital and Roger Williams Hospital, as well as other medical facilities). The Diocesan Defendants deny the claims in the Action, deny that they were obligated to fund the Plan and Plaintiffs’ related claims, and deny that they have engaged in any wrongdoing.

3. SETTLEMENT DISCUSSIONS

The proposed Settlement is the product of over five and a half years of investigative and litigation activity and recent negotiations between Plaintiffs and the Diocesan Defendants through their respective counsel. Those negotiations were mediated by the Hon. Frank Williams, who is a retired Chief Justice of the Rhode Island Supreme Court.

4. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called “class representatives” sue on behalf of people who have similar claims. All these people who have similar claims collectively make up the “class” and are referred to individually as “class members.” One case resolves the issues for all class members together. Because the purported wrongful conduct alleged in this Action affected a large group of people—participants in the Plan—in a similar way, the Individual Named Plaintiffs filed this case as a proposed class action.

5. WHY IS THERE A SETTLEMENT?

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the case against the Diocesan Defendants could result in a judgment greater than this Settlement. On the other hand, continuation of the case against the Diocesan Defendants could result in a judgment in their favor and reduce the sums available to fund the Plan by litigation expenses.

Based on these factors, the Plan Receiver, the Individual Named Plaintiffs, and Plaintiffs’ Counsel have concluded that the proposed Settlement is in the best interests of all members of the Class.

6. WILL THIS ACTION CONTINUE AFTER THE SETTLEMENT?

This Action will continue against CharterCARE Community Board, St. Joseph Health Services of Rhode Island and Roger Williams Hospital but only to the extent of their remaining assets as determined in the Liquidation Proceedings.

7. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

You are a member of the Settlement Class if you fall within the criteria for the Settlement Class preliminarily approved by U.S. District Judge William E. Smith:

All participants of the St. Joseph Health Services of Rhode Island Retirement Plan (“the Plan”), including:

- i) all surviving former employees of St. Joseph Health Services of Rhode Island who are entitled to benefits under the Plan; and
- ii) all representatives and beneficiaries of deceased former employees of St. Joseph Health Services of Rhode Island who are entitled to benefits under the Plan.

8. CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Plan/Diocesan Defendants Settlement Agreement provides for certification of the Class as a non-optout class action under Federal Rule of Civil Procedure 23(b)(1)(B), and the Court has determined that it will likely certify the Settlement Class under that rule. As a member of the 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 or are otherwise released under the Settlement.

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

9. WHO ARE THE LAWYERS REPRESENTING THE CLASS

Plaintiffs’ Counsel Wistow, Sheehan & Loveley, PC have been preliminarily appointed to represent the Class.

10. DO I HAVE A LAWYER IN THE CASE?

The Court has appointed Plaintiffs’ Counsel Wistow, Sheehan & Loveley, PC to represent the Class in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. HOW WILL THE LAWYERS BE PAID?

Plaintiffs' Counsel will file a motion for the award of attorneys' fees of 23 1/3% of the Settlement Payment. The percentage of 23 1/3% is the percentage applicable to Plaintiffs' Counsel's representation of Attorney Stephen Del Sesto as Plan Receiver in this Action and was previously approved by Associate Justice Brian P. Stern of the Rhode Island Superior Court in connection with the case captioned *St. Joseph Health Services of Rhode Island, Inc., Petitioner, v. St. Josephs Health Services of Rhode Island Retirement Plan, as amended*, PC-2017-3856 (the "Plan Receivership Proceedings"). The petition filed on behalf of SJHSRI alleged that the Plan was insolvent and sought an immediate reduction in benefits of 40% for all Plan participants. The Superior Court in the Plan Receivership Proceedings authorized the retention of Wistow, Sheehan & Loveley, PC as Special Counsel to the Plan Receiver, to investigate and assert possible claims that may benefit the Plan, pursuant to Wistow, Sheehan & Loveley, PC's retainer agreement which was approved by the Superior Court.

On October 18, 2023, the Rhode Island Superior Court entered an order approving the Settlement and finding that Wistow, Sheehan & Loveley, PC's contingent fee for representing the Plan Receiver of 23 1/3% (as set forth in the Petition for Settlement Instructions and Approval and which the Superior Court had previously approved) is fair, reasonable, and a benefit to the Receivership Estate and, subject to the approval of the Proposed Settlement and the fee by the Court in this Action, the Plan Receiver is authorized to pay said fee to Wistow, Sheehan & Loveley, PC from the proceeds of the Proposed Settlement.

Plaintiffs' Counsel's Motion for Award of Attorneys' Fees and Costs has been filed and it may be obtained at the Plan Receiver's Web Site, <https://www.pierceatwood.com/receivership-filings-st-joseph-health-services-rhode-island-retirement-plan>. This motion will be considered at the Final Approval Hearing described below. The Diocesan Defendants will not take any position on that matter before the Court.

12. OBJECTING TO THE ATTORNEYS' FEES

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

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

If you are a member of the Settlement Class, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it, and you may object to Plaintiffs' Counsel's motion for attorneys' fees. To object, you must send a letter or other writing saying that you object to the Settlement in Del Sesto et al. v. Prospect Chartercare, LLC et al., C.A. No: 1:18-CV-00328-WES-LDA. Be sure to include your name, address, telephone number, signature, and a full explanation of all the reasons why you object to the Settlement. Your written objection must be sent to the following counsel and must be postmarked by no later than February 12, 2024.

PLAINTIFFS' COUNSEL

Max Wistow, Esq.

Stephen P. Sheehan, Esq.

Benjamin Ledsham, Esq.

WISTOW, SHEEHAN & LOVELEY, PC

61 Weybosset Street

Providence, RI 02903

401-831-2700 (tel.)

mwistow@wistbar.com

spsheehan@wistbar.com

bledsham@wistbar.com

THE DIOCESAN DEFENDANTS' COUNSEL

Howard Merten, Esq.

Paul M. Kessimian, Esq.

Christopher M. Wildenhain, Esq.

Eugene G. Bernardo, II, Esq.

Steven E. Snow, Esq.

Partridge Snow & Hahn LLP

40 Westminister Street, Suite 1100

Providence, RI 02903

hm@psh.com

pk@psh.com

cmw@psh.com

egb@psh.com

ses@psh.com

You must also file your objection with the Clerk of the Court of the United States District Court for the District of Rhode Island by mailing it to the address set forth below. The objection must refer prominently to Del Sesto et al. v. Prospect Chartercare, LLC et al., C.A. No: 1:18-CV-00328-WES-LDA. Your objection must be postmarked no later than February 12, 2024. The address is:

Clerk of the Court
United States District Court for the
District of Rhode Island
Federal Courthouse
1 Exchange Terrace
Providence, Rhode Island 02903

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

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement as fair, reasonable, and adequate (the “Final Approval Hearing”). You may attend the Final Approval Hearing, but you do not have to attend.

The Court will hold the Final Approval Hearing at 11:00 AM on March 14, 2024, at the United States District Court for the District of Rhode Island, Federal Courthouse, Courtroom 3, 1 Exchange Terrace, Providence, Rhode Island 02903, in the courtroom then occupied by U.S. District Judge William E. Smith. The Court may adjourn the Final Approval Hearing without further notice to the members of the Settlement Class, so if you wish to attend, you should confirm the date and time of the Final Approval Hearing with Plaintiffs’ Counsel before doing so. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the motions for attorneys’ fees.

15. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers

whether to approve the Settlement. You also may pay your own lawyer to attend the Final Approval Hearing, but such attendance is also not necessary.

16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement or to Plaintiffs' Counsel's motion for attorneys' fees to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection in advance of the Final Approval Hearing AND you file a Notice of Intention To Appear, as described in this paragraph. To do so, you must send a letter or other paper called a "Notice of Intention To Appear at Final Approval Hearing in Del Sesto et al. v. Prospect Chartercare, LLC et al., C.A. No: 1:18-CV-00328-WES-LDA." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention To Appear must be sent to the attorneys listed in the answer to Question 15 above, postmarked no later than February 12, 2024, and must be filed with the Clerk of the Court by mailing it (post-marked no later than February 12, 2024) to the address listed in the answer to Question 13.

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Mailed Notice summarizes the proposed Settlement. The complete terms are set forth in the Plan/Diocesan Defendants Settlement Agreement, which is contained in Plaintiffs' Motion for Preliminary Settlement Approval, and is available at the Plan Receiver's Web Site, <https://www.pierceatwood.com/receivership-filings-st-joseph-health-services-rhode-island-retirement-plan>. You are encouraged to read the complete Plan/Diocesan Defendants Settlement Agreement.

DATED: November 20, 2023.