

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

BRENTEN GEORGE and DENISE VALENTE-MCGEE, individually and on behalf of similarly situated individuals,

Plaintiffs

v.

CNH HEALTH & WELFARE BENEFIT PLAN, CNH EMPLOYEE GROUP INSURANCE PLAN, CASE NEW HOLLAND, INC., and BLUE CROSS BLUE SHIELD OF WISCONSIN,

Defendants.

Case No. 16-CV-1678-JPS

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Please be advised that your rights may be affected and you may be eligible to receive financial payment as the result of a proposed settlement reached in a class action lawsuit involving health benefits provided pursuant to the CNH Plan (defined below) for certain out-of-network health care services you received between August 1, 2010, and September 20, 2017 (“the Class Period”).

- This putative class action lawsuit was filed by Plaintiffs Brenten George and Denise Valente-McGee, on behalf of themselves and other participants or beneficiaries of the CNH Health & Welfare Plan n/k/a CNH Industrial U.S. Health and Welfare Plan and CNH Employee Group Insurance Plan (merged with, and into the CNH Health & Welfare Plan, effective January 1, 2009) (the “CNH Plan”) against the CNH Plan, Case New Holland, Inc., n/k/a Case New Holland Industrial, Inc. (“CNH”), and Blue Cross Blue Shield of Wisconsin d/b/a Anthem Blue Cross and Blue Shield (“Anthem”) (collectively, the CNH Plan, CNH and Anthem are referred to as “Defendants”).
- The Litigation involves the way that Defendants calculated the amount to pay on claims for medical services that CNH Plan participants and/or beneficiaries received from Out-of-Network Providers, which means professional medical providers (such as physicians and other healthcare practitioners) who were not part of participating provider networks under the terms and conditions of the CNH Plan when the medical services were received.
- Defendants have responded to the Litigation, denying the material allegations and any wrongdoing.
- Plaintiffs, represented by counsel, have agreed to settle all claims against Defendants in the Litigation in exchange for a Settlement under which Defendants, among other things, agree to pay \$750,000 into a Total Settlement Fund for the benefit of Settlement Class Members.
- The Court in charge of the Litigation has not yet decided whether to finally approve the Settlement; however, the Court has preliminarily approved the Settlement as fair, adequate and reasonable.
- Your legal rights may be affected whether you act, or don’t act. **Please read this notice carefully.** Payments will only be made if the Court finally approves the Settlement and any appeals are resolved.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You do not have to do anything to participate in the Settlement. If it is approved by the Court, you automatically will be deemed entitled to receive a financial payment.
SUBMIT THE ENCLOSED PAYEE FORM	Any payment for which you are eligible under the Settlement will be paid directly to you unless you choose to direct the Settlement Administrator to pay someone else by completing the Payee Form and returning it to the Settlement Administrator by first class mail, postmarked no later than March 19, 2018.
ASK TO BE EXCLUDED (“OPT-OUT”)	If you do not want to receive a payment under the Settlement, and you want to keep any rights you may have to individually sue Defendants over the claims resolved by this Settlement, you must send a letter to the Settlement Administrator by first class mail, postmarked no later than March 19, 2018, stating you wish to be excluded from the Settlement Class.
OBJECT	If you want to object to the Settlement, you must send a letter to the Court by first class mail, postmarked no later than March 19, 2018, explaining why you do not agree with the Settlement, or some part of it. You cannot object to the Settlement unless you are a Class Member, which means that you cannot both object and Opt-Out.
GO TO A HEARING	If you object to the Settlement, you may file papers to attend the hearing and ask to speak in Court about the Settlement. The Final Settlement Hearing will be held on May 4, 2018 at 8:30 a.m., at which time the federal court judge will make a final decision as to whether the Settlement is fair to the Settlement Class Members.

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

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I. WHY DID I RECEIVE THIS NOTICE?

This Notice is being sent to you pursuant to an Order of the United States District Court for the Eastern District of Wisconsin (the “Court”) because our records show you or someone in your family received medical services between August 1, 2010, and September 20, 2017, from an Out-of-Network Provider that were reimbursed by the CNH Plan at amounts less than the provider’s billed charges. The judge presiding over this case is the Honorable J.P. Stadtmueller, United States District Judge.

The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed settlement of this case. Additionally you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, a claims administrator approved by the Court will make payments to everyone who has a valid claim under the terms and conditions of the Settlement Agreement, after any objections and appeals are resolved.

This Notice explains the Litigation, the Settlement, your legal rights, what benefits are available, who may be eligible for them, and how to receive them. The purpose of this Notice is to inform you of this case, that it is a putative class action, how you might be affected, and how to exclude yourself (i.e. “Opt-Out”) from the Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, and the application by Class Counsel for attorneys’ fees and reimbursement of expenses (the “**Final Settlement Hearing**”).

The Final Settlement Hearing will be held on May 4, 2018, at 8:30 a.m., at the United States Courthouse, United States District for the Eastern District of Wisconsin, 517 East Wisconsin Avenue, Courtroom 425, Milwaukee, Wisconsin 53202.

II. WHAT IS A CLASS ACTION?

In a class action lawsuit, under the federal rules, one or more people, called class representatives, sue on behalf of others with similar legal claims. All of these people together are called a class or class members. In a class action, one court resolves the issues for all class members, except for those who specifically ask to be excluded from the class, thus providing the class members with both consistency and efficiency. When the class representatives reach a proposed settlement with the defendants in a class action, the proposed settlement must be approved by the court, after court-approved notice is provided to potential class members and the court holds a hearing, which class members can attend, to determine, among other things, that the settlement is fair, reasonable, adequate and in the best interests of the class.

III. WHAT IS THIS LITIGATION ABOUT?

On December 19, 2016, this putative class action, under the case caption *George et al. v. CNH Health & Welfare Benefit Plan et al.*, was filed in the United States District Court for the Eastern District of Wisconsin, Case No. 2:16-cv-01678-JPS (the “Litigation”).

The **Plaintiffs** in this Litigation are Brenten George and Denise Valente-McGee, on behalf of themselves and other participants or beneficiaries of the CNH Plan. The **Defendants** in this Litigation are the CNH Plan, CNH and Anthem. The Plaintiffs and Defendants in this Litigation are collectively referred to as the “Parties.”

On March 3, 2017, the Plaintiffs filed an Amended Class Action Complaint (“Complaint”), which alleges, among other things, that Defendants underpaid claims for medical services rendered by Out-Of-Network Providers, i.e., physicians and other healthcare practitioners who at the time of the service did not participate in the participating provider network(s) under the terms and conditions of the CNH Plan. Plaintiffs challenge Defendants’ use of a Medicare-based methodology to determine the amount of reimbursement allowed under the CNH Plan for professional medical services provided by Out-of-Network Providers, alleging that methodology is contrary to applicable provisions of the CNH Plan. Plaintiffs allege that participants are harmed when the use of the Medicare-based methodology results in underpayment of benefits under the CNH Plan, and that they have legal claims under the Employee Retirement Income Security Act of 1974, codified in part at 29 U.S.C. § 1132 (“ERISA”). Defendants denied and continue to deny the factual allegations and legal claims asserted in the Complaint, and denied and continue to deny any wrongdoing or liability.

There was no trial in the Litigation to determine the truth of Plaintiffs’ allegations. Instead, after months of pre-trial discovery and other court proceedings, Plaintiffs agreed to settle their claims against Defendants. The Settlement is not an admission by Defendants of any fault, wrongdoing or liability whatsoever. Defendants instead have agreed to the Settlement solely to eliminate the uncertainties, expense and burden of further litigation.

On July 19, 2017, and July 20, 2017, the Parties participated in mediation with the assistance of an independent mediator, Michael J. Cohen, Esq. The Parties subsequently submitted a Final Settlement Agreement setting out terms of the proposed Settlement to the Court, along with the Plaintiffs' motion for preliminary approval of the Settlement. On September 20, 2017, the Court entered an order containing preliminary approval of the Settlement, conditional certification of the Settlement Class, and authorization for this Notice to be sent to potential Settlement Class Members, and scheduling the Final Settlement Hearing to consider whether to grant final approval to the Settlement.

To obtain further information about the claims asserted in the Litigation, you may review a copy of the Amended Complaint filed in the Litigation from the website www.CNHPlanSettlement.com. Certain other filings and orders from the Court are also available to you on this website.

IV. DO I HAVE A LAWYER IN THIS CASE?

The Court has preliminarily appointed Douglas P. Dehler and Christa Wittenberg of O'Neil Cannon Hollman DeJong & Laing, S.C. and John B. Tuffnell of Tuffnell Law S.C. as Class Counsel for settlement purposes to represent you and other members of the Settlement Class.

You do not have to pay Class Counsel. If you want to have your own lawyer, and have that lawyer appear in court for you in this case, you must hire one at your own expense.

V. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of either side. Rather, both sides agreed to settle all claims that were or could have been asserted against Defendants in the Litigation in exchange for monetary consideration. That way, the Parties avoid the uncertainties and cost of a trial and possible appeal, and the affected members of the Settlement Class who qualify will receive compensation.

VI. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

In the Settlement Agreement, the individual Plaintiffs ("Settling Plaintiffs"), represented by counsel ("Class Counsel"), agreed to settle all claims that were or could have been asserted against Defendants in this Litigation in exchange for monetary consideration. **Various terms of the Settlement Agreement are summarized in this section and elsewhere in this Notice. A copy of the entire Settlement Agreement, which is dated August 28, 2017, may be reviewed on the website www.CNHPlanSettlement.com.**

a. Settlement Consideration

The Settlement establishes a **Total Settlement Fund** in the amount of \$750,000.00. If the Settlement is finally approved by the Court, Settlement Class Members who submit or are deemed to have submitted claims for compensation from this fund will be entitled to payments from the Total Settlement Fund as described in the Settlement Agreement and summarized below. Other amounts, as approved by the Court, such as the costs of notice and administration of the Settlement up to \$100,000.00, attorneys' fees and litigation expenses for Settlement Class Counsel, and incentive payments to the individual Settling Plaintiffs, will be paid by Defendants directly and not out of the Total Settlement Fund.

If the Settlement is finally approved by the Court, financial payments will be paid from the Total Settlement Fund to Settlement Class Member who do *not* Opt-Out of the Settlement.

b. The Release, Dismissal with Prejudice, and Revocation of Assignment

If the Settlement Agreement is finally approved, the Litigation will be dismissed with prejudice as to Defendants. In addition, Defendants will be released and discharged of any and all claims, up through the entry of the Preliminary Approval Order in this case, that are, were, or could have been asserted against Defendants based on or arising from the allegations in this Litigation. The Settlement Class Members will be barred from suing Defendants and the other released persons for claims that are covered by the releases. Settlement Class Members will also be deemed to have revoked any purported assignment of, or relating to, any of the claims that are covered by the releases and to have agreed to indemnify Defendants if any third party (such as your medical provider or a debt collector) sues Defendants, asserting any claim covered by the releases.

The release, revocation of assignment and indemnification, covenant not to sue, and dismissal with prejudice provisions of the Settlement Agreement affect your legal rights and you should review these provisions carefully.

VII. HOW DO I QUALIFY TO PARTICIPATE IN THE SETTLEMENT?

You do not need to do anything to qualify to participate in the Settlement. You are receiving this Notice packet because claims records show that you may be entitled to receive a financial payment under the Settlement. If this proposed Settlement is approved by the Court, and you do not Opt Out of the Settlement, **you will automatically be deemed to have filed a claim for compensation from the Total Settlement Fund and will receive a financial payment under the terms and conditions of the Settlement.** If you choose to Opt Out of this Settlement, no financial payment will be made to you. For more information about how the financial payments will be calculated and allocated to Class Members under the Settlement, please see the section of this Notice titled “How Will the Settlement Funds Be Allocated?”

You do not need to submit a claim form or other documents to be eligible to receive financial payment under Settlement. Please note, however, that if the potential value of your claim for additional compensation under the Settlement is more than \$500, you must submit a valid and timely Claim Form and required documentation of one or more Balance Bills for the full value of your claim(s) in order for your claim to be recognized at that full value (subject to *pro rata* distribution) under the Settlement. **Class Members with claims for additional compensation valued at more than \$500 will receive a Claim Form with their Notice packet.** For more information about the Claim Form (including the due date and mailing address for submitting the form), refer to the section of the Notice titled, “Do I Need to File a Claim For Payment? If I Need to File a Claim Form, How Do I File It?”

Additionally, while you do not need to submit any documents to qualify to participate in the Settlement, you can submit the Payee Form (included in this Notice packet) to designate someone else to receive the financial payment under this Settlement. For additional information, please refer to the Payee Form and the section of this Notice titled “Will Payment Be Sent to Me or My Medical Provider.”

Whether or not you mail in a Claim Form or Payee Form, as a Settlement Class Member, you will be bound by all orders and judgments entered in connection with the Settlement and Settlement Agreement, including the release, revocation of any purported assignment and indemnification, covenant not to sue, and dismissal with prejudice provisions described in this Notice, unless you Opt-Out of the Settlement Class.

VIII. HOW WILL THE SETTLEMENT FUNDS BE ALLOCATED?

Note, there are several defined terms that appear frequently in this section. Please see the Explanatory Notes below for the definitions of these terms.

The Settlement provides for two types of financial payments to be paid out of the Total Settlement Fund, if the Settlement is finally approved by the Court:

- 1. Minimum Compensation Paid to All Settlement Class Members:** You automatically qualify and will receive a minimum financial payment in the amount of \$20 from the Total Settlement Fund, unless you Opt-Out of the Settlement.
- 2. Additional Compensation to Eligible Class Members:** If you meet the eligibility criteria defined below and do not Opt-Out of the Settlement, you also will automatically qualify for additional compensation and will receive a portion of the value of your eligible claims pursuant to the terms of the Settlement.

The value of your claims is defined in the Settlement Agreement as your “Total Alleged Underpayment.” For each Settlement Class Member who meets the eligibility criteria set out below, claims data is used to calculate the Total Alleged Underpayment under Plaintiffs’ theories in this Litigation for all of his or her Eligible Partially Allowed OON Professional Claims, minus the \$20 minimum payment amount he or she will receive under the Settlement.

Eligibility Criteria for Additional Reimbursement:

- Union Settlement Class Members: (i) any participant or beneficiary included in the subgroups of the Plan applicable to active and retired members of the United Autoworkers Union during the Settlement Class Period (“Union Settlement Class Members”) on the dates they received Covered Professional Services that resulted in Partially Allowed OON Professional Claim(s), (ii) who received such services on or before December 31, 2016, and (iii) whose Total Alleged Underpayment for such claims is greater than \$0, are Eligible Settlement Class Members.
- Non-Union Settlement Class Members: (i) any participant or beneficiary not included in the subgroups of the Plan applicable to active and retired members of the United Autoworkers Union

during the Settlement Class Period (“Non-Union Settlement Class Members) on the dates they received Covered Professional Services that resulted in Partially Allowed OON Professional Claim(s), (ii) who received such services on or before December 31, 2014, and (iii) whose Total Alleged Underpayment for such claims is greater than \$0, are Eligible Settlement Class Members.

You may not receive the entire value of your claim for additional compensation. The amount that you will receive will be determined on a *pro rata* basis, which means the amount you receive under the Settlement will be reduced depending on the total amount of claims submitted or deemed to be submitted by other eligible Settlement Class Members. You will receive a portion of the remaining funds in the Total Settlement Fund (in an amount up to but not exceeding your Total Alleged Underpayment amount) based on a percentage determined by the value of your claims compared to the total value of all Settlement Class Members’ claims.

Please note, if the potential value of your claim for additional compensation under the Settlement (i.e., Total Alleged Underpayment) is more than \$500 you must submit a valid and timely Claim Form and required documentation of a Balance Bill in order to receive the full value of your claims (subject to *pro rata* distribution). Class Members with claims valued at \$500 or more will receive a Claim Form with their Notice packet. If you fail to return the Claim Form, or your Claim Form is denied by the Settlement Administrator because it is untimely or invalid for any reason, the value of your claims under the Settlement Agreement will be set at the greater of \$500 or the partial value of your claim as to which you timely submit a valid Claim Form with required documentation of a Balance Bill, and you will be eligible for a Settlement Payment up to that amount, subject to the *pro rata* reduction described above. For more information about the Claim Form (including the due date and mailing address for submitting the form), refer to the section of this Notice titled, “Do I Need to File a Claim For Payment? If I Need to File a Claim Form, How Do I File It?”

Explanatory Notes:

“Allowed Amount” or “Allowable Amount” means the amount Defendants determined to be eligible for reimbursement under the Plan for a Plan Member’s Covered Professional Services submitted for reimbursement under the Plan, before the application of co-insurance, deductibles, and coordination of benefits for coverage under another plan or health benefits policy.

“Balance Bill” means a written bill, invoice, or other demand for payment from a provider or provider’s representative seeking payment from a Plan Member for the difference between a providers’ billed charge and the Defendants’ Allowed Amount for a Covered Professional Service. A Balance Bill does not include a bill for any other amounts, such as Denied Claims, co-insurance, deductibles, and coordination of benefits. Under the Settlement Agreement, a Balance Bill includes any written bill for this amount regardless of when or how it is presented to the Plan Member, including a bill for the entire billed charge that the provider presented to the Plan Member in person at the time of the Covered Professional Service, as well as a bill that the provider sent to the Plan Member by mail or other means after reimbursement of the Allowed Amount for the Covered Professional Service under the Plan.

“Denied Claim” means any claim line for which the Allowed Amount equals \$0. Denied Claims are not included in this Settlement.

“Out-Of-Network Provider” means a professional provider of health care services or supplies (such as a physician or other healthcare practitioner) who did not participate as a member of the participating provider network(s) on the date services were provided as defined under the terms and conditions of the Plan.

“Partially Allowed” or “Partially Allowed OON Professional Claim” means any claim line for a Covered Professional Service provided by an Out-of-Network Provider to a Plan Member that is not a Denied Claim and for which the Allowed Amount is less than the amount billed by the provider. Partially Allowed OON Professional Claim excludes claim lines for Covered Professional Services that were (i) claims involving coordination of benefits for which Medicare was primary, and (ii) claims successfully negotiated by National Care Network (i.e., those claim lines Out-of-Network Provider agreed to accept a certain amount negotiated by National Care Network as full reimbursement and to not bill the Plan Member for the difference between that negotiated amount and the provider’s charge).

“Eligible Partially Allowed OON Professional Claim” means (i) for Union Settlement Class Members, only those Partially Allowed OON Professional Claims for Covered Professional Services received on or before December 31, 2016, and (ii) for Non-Union Settlement Class Members, only those Partially Allowed OON Professional Claims for Covered Professional Services received on or before December 31, 2014.

IX. DO I NEED TO FILE A CLAIM FOR PAYMENT? HOW DO I FILE A CLAIM?

If your claim(s) under the Settlement is valued at *less than* \$500, you need not submit a claim for payment. You will receive a minimum settlement payment of \$20, and possibly more depending on the value of your claim as shown by claims data and other information obtained and provided by the Defendants in the Litigation.

If the potential value of your claim(s) for additional compensation under the Settlement is more than \$500, you will receive a Claim Form with this Notice. You must timely submit the completed Claim Form and required documentation of one or more Balance Bills for the full value of your claims in order to receive that full value (subject to *pro rata* distribution) under the Settlement.

The completed Claim Form and required documentation of a Balance Bill must be mailed to the following address (which appears on the Claim Form):

George v. CNH Health and Welfare Benefit Plan
c/o GCG
PO Box 10473
Dublin, OH 43017-4073

The Claim Form (if you received one) must be postmarked by no later than March 19, 2018, or it will not be a valid and timely Claim Form and will be denied by the Settlement Administrator. For those Settlement Class Members who receive a Claim Form with this notice, if you fail to submit that Claim Form, or if your Claim Form is denied by the Settlement Administrator because it is untimely or invalid for any reason, the value of your claims under the Settlement Agreement will be set at the greater of \$500 or the partial value of your claim as to which you do timely submit a valid Claim Form with required documentation of one or more Balance Bills, and you will be eligible for a Settlement Payment up to that amount, subject to pro rata reduction.

IF YOU HAVE QUESTIONS ABOUT HOW TO COMPLETE THE CLAIM FORM, WHAT ADDITIONAL DOCUMENTATION TO PROVIDE, OR WHICH SPECIFIC MEDICAL SERVICES ARE AT ISSUE, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR AT (844) 402-8589.

X. WILL PAYMENT UNDER THE SETTLEMENT BE SENT TO ME OR MY MEDICAL PROVIDER?

As explained above, if this proposed Settlement is finally approved by the Court, and you do not Opt Out of the Settlement, you will automatically be deemed to have filed a claim for compensation from the Total Settlement Fund and will receive a financial payment under the terms and conditions of the Settlement.

You can choose to designate someone else (e.g., your medical provider) to receive the financial payment under this Settlement by completing the Payee Form included with this Notice.

The Payee Form must be returned by first class mail, postmarked no later than March 19, 2018.

IF YOU DO NOT COMPLETE AND MAIL IN THE PAYEE FORM BY MARCH 19, 2018, THEN ANY SETTLEMENT PAYMENT WILL BE MADE TO YOU. In all events, you will be responsible for resolving any disputes or disagreements concerning whether someone else is entitled to the Settlement Payment for which you may be eligible.

XI. HOW WILL THE LAWYERS BE PAID?

To date, Class Counsel have not received any payment for their services in prosecuting the Litigation and have not been reimbursed for out-of-pocket expenses in the Litigation. If the Court approves the proposed Settlement, Class Counsel will apply to the Court for an award of attorneys' fees and out-of-pocket expenses in an amount not to exceed \$350,000.00. Any attorneys' fees and expenses awarded by the Court will be paid by Defendants directly and will not reduce the amount of the Total Settlement Fund described above. In addition, Class Counsel intend to apply to the Court for approval of an incentive award in an amount not to exceed \$5,000, payable by Defendants directly (rather than from the Total Settlement Fund) to each of the two Settling Plaintiffs, in recognition of their time and effort in connection with the Litigation.

XII. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT? MAY I SPEAK AT THE FINAL SETTLEMENT HEARING?

If you are a Class Member, you can object to the Settlement, or any part of it and explain why you think the Court should not approve the Settlement. To object, you must file with the Court a written statement, **signed by you**, saying that you object to “*George et al. v. CNH Health & Welfare Benefit Plan et al.* Case No. 2:16-cv-01678-JPS,” and include the following:

- the basis for your objection(s), including all factual and legal grounds in support of your objection, together with any documentation you wish the Court to consider;
- your full name, address, and telephone number; and
- the name of any lawyer who represents you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement.

While you do not need to attend the Final Settlement Hearing for the Court to consider your objection, if you want to speak at the Final Settlement Hearing, you must also file a letter saying that it is your “Notice of Intention to Appear in *George et al. v. CNH Health & Welfare Benefit Plan et al.*” Please be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than March 19, 2018. You cannot speak at the hearing if you have chosen to Opt Out of the Settlement.

File those documents with the Court and send them to Class Counsel and Defense Counsel by hand delivery or by first-class mail, postage prepaid at the addresses below by March 19, 2018:

Clerk’s Office

United States District Court
For The Eastern District Of Wisconsin
Clerk of the Court
362 United States Courthouse
517 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Class Counsel

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FOLEY & LARDNER LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Telephone: (414) 297-5826
Facsimile: (414) 297-4900
breuter@foley.com

You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a notice of appearance with the Court and serve it on Class Counsel and Defendants' counsel by March 19, 2018.

If you do not comply with the foregoing procedures and deadlines for filing and serving a written statement setting forth your objections, and a written notice of your intention to appear at the Settlement Hearing, if applicable, you may lose your right to appear and be heard at the Final Settlement Hearing; and the right to contest approval of the proposed Settlement, the application for an award of attorneys' fees and expenses, any other orders or judgments of the Court entered in connection with the Settlement.

Class members do not need to appear at the hearing or take any other action to indicate their approval of the Settlement.

XIII. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?
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If you do not want to be a Settlement Class Member and participate in the Settlement (including receiving financial payment), then you must send a signed Request to Opt-Out by mail stating: (1) your name, address, and federal Social Security Number or Tax Identification Number, and (2) a statement that you wish to be excluded (i.e., Opt-Out) from the Settlement Class. You cannot exclude yourself by phone, e-mail or facsimile. Requests to Opt-Out must be mailed to the following:

George v. CNH Health and Welfare Benefit Plan
c/o GCG
PO Box 10473
Dublin, OH 43017-4073

YOUR REQUEST TO OPT-OUT MUST BE RETURNED BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN MARCH 19, 2018.

By requesting to Opt-Out and thus be excluded from the Settlement Class, you will not share in the Settlement (including financial payments thereunder), and you may assert any claim you believe you have against the Defendants by filing your own lawsuit at your own expense.

XIV. WHAT WILL HAPPEN AT THE FINAL SETTLEMENT HEARING? DO I NEED TO ATTEND THE FINAL SETTLEMENT HEARING?

The Final Settlement Hearing will be held on May 4, 2018, at 8:30 a.m. at the United States Courthouse, United States District for the Eastern District of Wisconsin, 517 East Wisconsin Avenue, Courtroom 425, Milwaukee, Wisconsin 53202. The hearing, however, may be adjourned by the Court without additional notice to the Settlement Class, other than an announcement in open court. Members of the Settlement Class who support the Settlement do not need to be present at the hearing or take any action to indicate their approval, as Class Counsel for the Settlement Class will be present to address any questions or concerns raised by the Court.

At the Final Settlement Hearing, the Court will consider, among other things:

- (1) whether the Settlement of the Litigation that is reflected in the Settlement Agreement is fair, reasonable, and adequate to the members of the Settlement Class;
- (2) whether the Court should unconditionally certify the Settlement Class in accordance with Federal Rule of Civil Procedure 23;
- (3) whether to approve payment of incentive awards to the Settling Plaintiffs; and
- (4) what attorneys' fees and expenses should be paid to Class Counsel.

Class members do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you do not have to come to the Court to talk about it. As long as you filed and served your written objection on time, the Court will consider it.

XV. WHAT IF I DO NOTHING AT ALL?

As explained above, if this proposed Settlement is approved by the Court, and you do not Opt Out of the Settlement, you will automatically be deemed to have filed a claim for compensation from the Total Settlement Fund and will receive a financial payment under the terms and conditions of the Settlement. Unless you Opt-Out, i.e., exclude yourself, from the Settlement Class, you will be bound by the terms of the Settlement, including the release and covenant not to sue provisions of the Settlement Agreement described above.

XVI. HOW DO I GET MORE INFORMATION?

This Notice is a summary and does not describe all details of the Settlement. Complete copies of the Settlement Agreement, the Amended Complaint filed in the Litigation, the Preliminary Approval Order, and other court orders in this case, except those (if any) filed under seal, may be examined and copied during regular office hours, and subject to customary copying fees, at the Clerk of the Court's Office, United States District Court, Eastern District of Wisconsin. Certain of these documents may also be obtained on the website **www.CNHPlanSettlement.com**. You can also contact the Settlement Administrator at (844) 402-8589.

PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK OF THE COURT FOR INFORMATION OR LEGAL ADVICE.

Dated: January 18, 2018

BY ORDER OF
THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN