

**From:** Emory 403(b) Settlement Administrator  
<emory403bsettlement@noticeadministrator.com>  
**Sent:** Friday, July 31, 2020 8:16 PM  
**To:** Crouse, Gray  
**Subject:** [External] Court Ordered Notice Re: Emory 403(b) Settlement

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

GENEVA HENDERSON et al.,

Civil Action No. 16-2920-CAP

*Plaintiffs,*

v.

EMORY UNIVERSITY et al.,

*Defendants.*

**NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

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

All persons who participated in the Emory University Retirement Plan and the Emory Healthcare, Inc. Retirement Savings and Matching Plan (the "Plans") at any time during the Class Period, including any Beneficiary of a deceased person who participated in one or more of the Plans at any time during the Class Period, and any Alternate Payee of a person subject to a Qualified Domestic Relations Order who participated in one or more of the Plan at any time during the Class Period.

The Class Period is defined as August 11, 2010 through June 11, 2020. For purposes of this Notice, if not defined herein, capitalized terms have the definitions in the Settlement Agreement, which is incorporated herein by reference.

**PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.**

The Court has given its preliminary approval to a proposed settlement (the "Settlement") of a class action lawsuit brought by certain participants in the Plans alleging violations of the Employee Retirement Income Security Act ("ERISA"). The Settlement will provide for the allocation of monies directly into the individual accounts of the Settlement Class who had Plan accounts during the Class Period with a balance greater than \$0 as of March 31, 2020 ("Current Participants"). Class Members who are entitled to a distribution but who no longer had a Plan account with a balance greater than \$0 as of March 31, 2020 ("Former Participants") will receive their allocation in the form of a check mailed to their last known address or a rollover, if elected.

The terms and conditions of the Settlement are set forth in the Settlement Agreement dated April 28, 2020. Capitalized terms used in this Settlement Notice but not defined in

this Settlement Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at [Emory403bSettlement.com](http://Emory403bSettlement.com). Any amendments to the Settlement Agreement or any other settlement documents will be posted on that website. You should visit that website if you would like more information about the Settlement and any subsequent amendments to the Settlement Agreement or other changes, including changes to the Plan of Allocation, the date, time, or location of the Fairness Hearing, or other Court orders concerning the Settlement.

Your rights and options — and the deadlines to exercise them — are explained in this Settlement Notice.

The Court still has to decide whether to give its final approval to the Settlement. Payments under the Settlement will be made only if the Court finally approves the Settlement and that final approval is upheld in the event of any appeal.

A hearing on the final approval of the Settlement and for approval of the Class Representatives' petition for Attorneys' Fees and Costs and for Class Representatives' Compensation will take place on October 1, 2020 at 10:30 a.m., before Senior United States District Court Judge Charles Pannell in Courtroom 2307, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309.

Any objections to the Settlement, to the petition for Attorneys' Fees and Costs, or to Class Representatives' Compensation, must be served in writing on Class Counsel and Defendants' Counsel, as identified below.

Further information regarding the litigation, the Settlement, and this Settlement Notice, including any changes to the terms of the Settlement and all orders of the Court regarding the Settlement, may be obtained at [Emory403bSettlement.com](http://Emory403bSettlement.com).

**According to the Plan's records, you are a Current Participant. If you believe instead that you meet the definition of a Former Participant, please contact the Settlement Administrator. Current Participants include both participants who are current employees and participants who are no longer employed by Emory but continue to have an account balance in the Plan.**

#### **YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:**

**OUR RECORDS INDICATE THAT YOU ARE A CURRENT PARTICIPANT. YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT.**

Our records indicate that you are a Current Participant because you had an account balance in the Plan as of March 31, 2020. If, however, you are a Former Participant who participated in the Plan during the Class Period and did not have a balance greater than \$0 as of March 31, 2020 or are the beneficiary, alternate payee, or attorney-in-fact of such a person, then, unlike a Current Participant, you must return a Former Participant Claim Form that is postmarked or electronically filed by September 17, 2020 to receive a check for your share of the Net Settlement Amount. If you are a Former Participant, and you do not return the Former Participant Claim Form that is postmarked or electronically filed by September 17, 2020, you will forfeit your share of the Net Settlement Amount. We have not included a claim form in

your notice because Current Participants do not need to submit a claim form. However, if you believe you are a Former Participant, a claim form may be obtained by accessing [Emory403bSettlement.com](http://Emory403bSettlement.com).

**YOU CAN OBJECT (NO LATER THAN SEPTEMBER 1, 2020).**

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. The Court has authorized the parties to seek discovery, including the production of documents and appearance at a deposition, from any person who files an objection.

**YOU CAN ATTEND A HEARING ON OCTOBER 1, 2020.**

If you submit a written objection to the Settlement to the Court and counsel before the deadline, you may attend the hearing about the Settlement and present your objections to the Court. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court at the hearing if you do not notify the Court and counsel by **September 1, 2020**, of your intention to appear at the hearing.

**The Class Action**

The case is called *Henderson et al. v. Emory University et al.*, No. 16-cv-2920 (N.D. Ga.) (the “Class Action”). The Court supervising the case is the United States District Court for the Northern District of Georgia. The individuals who brought this suit are called Class Representatives, and the entities they sued are called the Defendants. The Class Representatives are current and former participants in the Plans. The Defendants are Emory University and certain affiliates and individuals. The Class Representatives’ claims are described below, and additional information about them is available at [Emory403bSettlement.com](http://Emory403bSettlement.com).

**The Settlement**

The Settlement was reached on April 28, 2020. Class Counsel filed this action on August 11, 2016. Since the filing of the case and for a period of over three years, the parties engaged in substantial litigation. Class Counsel devoted substantial time and effort to review and analyze tens of thousands of pages of documents produced by Defendants and hundreds of thousands of pages of other documents to support their underlying claims. The Settling Parties participated in a mediation before a nationally recognized mediator who has extensive experience in resolving complex class action claims. The Settling Parties also engaged in substantial settlement discussions without a mediator. Only after extensive arm’s length negotiation were the Settling Parties able to agree to the terms of the Settlement.

Under the Settlement, a Qualified Settlement Fund of \$16,750,000 will be established to resolve the Class Action. The Net Settlement Amount is \$16,750,000 minus any Administrative Expenses, taxes, tax expenses, Court-approved Attorneys’ Fees and Costs, Class Representatives’ Compensation, and other approved expenses of the litigation.

The Net Settlement Amount will be allocated to Class Members according to a Plan of Allocation to be approved by the Court. Class Members fall into two categories: Current Participants and Former Participants. Allocations to Current Participants who are entitled to a distribution under the Plan of Allocation will be made into their existing accounts in the Plan(s). Former Participants who are entitled to a distribution will receive their distribution

as a check mailed to their last known address or, if they elect, as a rollover to a qualified retirement account.

#### **Additional Benefits Of the Settlement**

In addition to the monetary component of the Settlement, the Parties to the Settlement have agreed to the following additional terms for future years: (1) There will be a Settlement Period of three years; (2) Within thirty (30) calendar days after the end of each year of the Settlement Period, and within thirty (30) calendar days after the conclusion of the Settlement Period, Defendants will provide Class Counsel information regarding the investment alternatives and fees for those investment alternatives, as well as a copy of the Investment Policy Statement(s) (if any) for the Plans; (3) If the Plans' fiduciaries have not already done so, within ninety (90) calendar days of the Settlement Effective Date, the Plans' fiduciaries shall retain an independent consultant, and work with the consultant to review the Plans' existing investment structure to develop a recommendation for the Plans' investment structure; (4) Upon receipt of the independent consultant's recommendation regarding the Plans' investment structure, the Plans' fiduciaries shall determine whether to follow that recommendation, whatever it may be. To the extent the Plans' fiduciaries decide not to follow a recommendation of the independent consultant, the Plans' fiduciaries shall, document the reasons for that decision and provide those reasons in writing to Class Counsel along with the consultant's written report(s); (5) Defendants agree to instruct the recordkeepers of the Plans in writing within ninety (90) calendar days of the Settlement Effective Date that, in performing previously agreed-upon recordkeeping services with respect to the Plans, they must not use information received as a result of providing services to the Plans and/or the Plans' participants to solicit the Plans' current participants for the purpose of cross-selling non-Plan products and services, including, but not limited to, Individual Retirement Accounts ("IRAs"), non-Plan managed account services, life or disability insurance, investment products, and wealth management services, unless in response to a request by a Plan participant. In the event Defendants enter into a new recordkeeping agreement with an existing recordkeeper or a new recordkeeper during the Settlement Period, Defendants agree that any resulting contract shall include a provision restricting the recordkeeper from using information received as a result of providing services to the Plans and/or the Plans' participants for the purpose of soliciting the Plans' current participants for the purpose of cross-selling non-Plan products and services; (6) Within one hundred eighty (180) calendar days of the Settlement Effective Date, Defendants shall issue requests for proposals for recordkeeping and administrative services to at least four qualified service providers for administrative and recordkeeping services for the Plans, each of which shall have experience providing recordkeeping and administrative services to plans of similar size and complexity; (7) After conducting the request for proposals for recordkeeping services, the independent consultant shall provide a recommendation to the Plans' fiduciaries regarding whether the Plans should use a single recordkeeper or more than one recordkeeper. Upon receipt of the recommendation regarding the Plans' recordkeeping arrangement, the Plans' fiduciaries may decide to keep one or more of their current recordkeepers and/or retain a new recordkeeper based on whatever factors, including cost, value, available services, and quality of services, that the Plans' fiduciaries deem reasonable and appropriate under the circumstances. To the extent the Plans' fiduciaries decide not to follow the independent consultant's recommendation regarding the Plans' recordkeeping arrangement, the Plans' fiduciaries shall, within thirty (30) calendar days of such decision, document the reasons for that decision and provide those reasons in writing to Class Counsel along with the independent consultant's written report(s) and other documentation; (8) Within thirty (30) calendar days of selecting the recordkeeper(s), the Plans' fiduciaries shall provide to Class Counsel the final bid amounts that were submitted in response to the request for proposals. Defendants agree that the final agreed-upon contract(s) for recordkeeping services resulting from the requests for proposals shall contractually prohibit the Plans' recordkeeper(s) from using information

received as a result of providing services to the Plans and/or the Plans' participants to solicit the Plans' participants for the purpose of cross-selling proprietary non-Plan products and services, unless a request is initiated by a Plan participant. Defendants also shall provide Class Counsel the current recordkeeping contract(s) for the Plans; (9) To the extent that the Plans' fiduciaries do not follow a recommendation from the independent consultant engaged to provide services identified above, and Class Counsel determines that the Plans' fiduciaries failed to comply with the terms set forth herein when deviating from the independent consultant's recommendation(s), Class Counsel may seek enforcement of those terms in keeping with the negotiated dispute-resolution procedures; (10) Within eighteen (18) months of the Settlement Effective Date, Defendants shall communicate, in writing, with the Plans' then-current participants and inform them of the recordkeeping and investment structure for the Plans resulting from the process described above. The Plans' participants shall be informed of the investment options available in the approved fund lineup, including any frozen accounts. For periods up through the implementation of the Plans' recordkeeping and investment structure, participants shall be provided with a link to a webpage containing the fees and the 1-, 5-, and 10-year historical performance of the investment options (including any frozen accounts) that are in the Plans' investment structure. If any accounts are frozen, Defendants shall provide to participants the contact information for the individual or entity that can facilitate a fund transfer for participants who seek to transfer their investments in frozen accounts to another investment in the Plans. The changes to the Plans' recordkeeping and investment structure resulting from the processes described above, if any, may be implemented by the Plans' fiduciaries on a date that is more than eighteen (18) months but less than twenty four (24) months from the Settlement Effective Date; (11) During the Settlement Period, in considering the Plans' investment alternatives, the Plans' fiduciaries shall consider, among other reasonable and appropriate factors, the cost of different share classes available for any particular investment considered for inclusion in the Plans.

### **Release**

All Class Members and anyone making a claim on their behalf will fully release the Plan as well as all Defendants and other "Released Parties" from "Released Claims." The Released Parties include (a) Emory University, Emory Healthcare, Inc., Emory Pension Board, Emory Investment Management, Mary L. Cahill, Mary Beth Allen, Dallis Howard-Crow, Dr. Douglas Morris, James. T. Hatcher, Peter Barnes, Carol Dillon Kissal, Edith Murphree, Ronnie Jowers, Jane Jordan, Dr. Christian P. Larsen, Maureen Haldeman, and Dr. Ira R. Horowitz; (b) their insurers, co-insurers, and reinsurers; (c) their past, present, and future parent corporation(s); (d) their past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; (e) their past, present, and future agents, officers, employees, trustees, boards of trustees, members of their board of trustees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, service providers to the Plans (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them, and (f) the Plans and the Plans' fiduciaries, administrators, plan administrators, recordkeepers, service providers, consultants, and parties-in-interest.

The Released Claims include all claims that were asserted or might have been asserted in the Class Action or would be barred by the principle of res judicata had the claims asserted been fully litigated and resulted in final judgment; and all claims relating to the implementation of the Settlement.

This is only a summary of the Released Claims and not a binding description of the Released Claims. The actual governing release is found within the Settlement Agreement at [Emory403bSettlement.com](http://Emory403bSettlement.com). Generally, the release means that Class Members will not have the right to sue the Defendants, the Plans, or the Released Parties for conduct arising out of or relating to the allegations in the Class Action.

This is only a summary of the Settlement. The entire Settlement Agreement is at [Emory403bSettlement.com](http://Emory403bSettlement.com).

### **Statement of Attorneys' Fees and Costs Sought in the Class Action**

Since mid-2016, Class Counsel has devoted many hours investigating potential claims, bringing this case and handling it. Class Counsel reviewed thousands of pages of documents produced in this case and, prior to filing this action, analyzed thousands of pages of publicly filed documents, including those filed with the Department of Labor, to support their claims. Class Counsel took the entire risk of litigation and has not been paid for any of their time or for any of their costs incurred in bringing this action. Class Counsel has also agreed: (1) to undertake the additional risk of paying half of the costs of the settlement process if the Settlement is not approved; (2) to monitor for three years compliance with the Settlement Agreement; (3) to enforce the Settlement Agreement in accordance with its terms; and (4) to do each of these without additional pay.

Class Counsel will apply to the Court for payment of Attorneys' Fees and Costs for their work in the case. The amount of fees (not including costs) that Class Counsel will request will not exceed one-third of the Settlement Amount, \$5,583,333.33, in addition to no more than \$675,000 in litigation costs. Class Counsel will not seek to receive any interest earned by the Qualified Settlement Fund, which will be added to the amount received by the Class. Any Attorneys' Fees and Costs awarded by the Court to Class Counsel will be paid from the Qualified Settlement Fund and must be approved by the Court.

As is customary in class action cases, in which the Class Representatives have spent time and effort on the litigation, Class Counsel also will ask the Court to approve payments, not to exceed \$25,000 each, for nine Class Representatives who took on the risk of litigation, devoted considerable time, and committed to spend the time necessary to bring the case to conclusion. Their activities also included assisting in the factual investigation of the case by Class Counsel and providing information for the case. Any Class Representatives' Compensation awarded by the Court will be paid from the Qualified Settlement Fund.

A full application for Attorneys' Fees and Costs and for Class Representatives' Compensation will be filed with the Court and made available on the Settlement Website, [Emory403bSettlement.com](http://Emory403bSettlement.com).

### **1. Why Did I Receive This Settlement Notice?**

The Court caused this Settlement Notice to be sent to you because the Plans' records indicate that you may be a Class Member. If you fall within the definition of the Class, you have a right to know about the Settlement and about all of the options available to you before the Court decides whether to give its final approval to the Settlement. If the Court approves the Settlement, and after any objections and appeals, if any, are resolved, the Net Settlement Amount will be allocated among Class Members according to a Court-approved Plan of Allocation.

### **2. What Is The Class Action About?**

In the Class Action, Class Representatives claim that, during the Class Period, the Defendant violated the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. §1001, *et seq.*, with respect to its management, operation and

administration of the Plan, including allowing excessive fees and imprudent investments in the Plan.

Defendants have denied and continue to deny the claims and contentions of the Class Representatives, that they are liable at all to the Class, and that the Class or the Plans have suffered any harm or damage for which Defendants could or should be held responsible. Defendants contend that they acted prudently and in keeping with their fiduciary responsibilities under ERISA, and in the best interests of the Plans' participants, including by monitoring, reviewing, and evaluating the Plans' investment options, by monitoring, reviewing, and evaluating the administrative fees paid by the Plans, by eliminating or adding investment options when appropriate, and by negotiating fees for administrative services for the Plans to ensure that the Plans paid reasonable fees for the services provided.

### **3. Why Is There A Settlement?**

The Court has not reached a final decision as to the Class Representatives' claims. Instead, the Class Representatives and Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between Class Counsel and Defendants' counsel, including an all-day session with a private national mediator, and additional arm's length negotiations. The parties to the Settlement have taken into account the uncertainty and risks of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. The Class Representatives and Class Counsel, who are highly experienced in this kind of matter, believe that the Settlement is best for all Class Members.

### **4. How Much Will My Distribution Be?**

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's recordkeeper(s), or, if on March 31, 2020, you either no longer had a Plan account or had a Plan account with no money in it, based upon your Former Participant Claim Form. Calculations regarding the individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation.

To be eligible for a distribution from the Net Settlement Amount, you must either be a (1) "Current Participant" as defined above, or (2) an "Authorized Former Participant" (a "Former Participant" as defined above who submitted a completed, satisfactory Former Participant Claim Form that is postmarked by the deadline), or (3) a beneficiary, alternate payee, or attorney-in-fact of persons identified in (1) or (2).

The Plan of Allocation will allocate the Net Settlement Fund among Current and Authorized Former Participants as follows:

1. The end-of-quarter balances of each Current Participant and Authorized Former Participant are identified for each quarter during the Class Period;
2. All end-of-quarter balances identified in step 1 are summed together for each Current Participant and Authorized Former Participant;
3. An average end-of-quarter balance for each Current Participant and each Authorized Former Participant is calculated for the Class Period (with a zero included as the balance for any quarter during which the individual did not participate in the Plan);
4. For each Current Participant and each Authorized Former Participant, the average end-of-quarter balance of step 3 is divided by the average end-of-quarter balance for the Class Period of all Current and Authorized Former Participants;

5. Each Current Participant and each Authorized Former Participant will receive the fraction of the total Net Settlement Amount which is calculated in step 4.

No amount shall be distributed to a Class Member that is ten dollars (\$10.00) or less, because such an amount is de minimis and would cost more in processing than its value. The method of making these calculations is described in the Plan of Allocation, found in Article 6 of the Settlement Agreement and available at [Emory403bSettlement.com](http://Emory403bSettlement.com).

There are approximately 74,000 Class Members.

Note that if you are an alternate payee pursuant to a Qualified Domestic Relations Order, you will receive a check if and to the extent you are entitled to receive a portion of a Current Participant's or Authorized Former Participant's allocation under the Settlement Agreement in accordance with the plan of allocation as if you are a Current Participant or Authorized Former Participant.

#### **5. How Can I Receive My Distribution?**

Whether you need to submit a claim form to receive your distribution depends on whether you are considered a "Current Participant" or a "Former Participant." **According to the Plan's records, you are a Current Participant. Therefore, you do not need to do anything to receive your share of the Settlement.**

#### **6. When Will I Receive My Distribution?**

The timing of the distribution of the Net Settlement Amount is conditioned on several matters, including the Court's final approval of the Settlement and that approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur during the first half of 2021.

#### **There Will Be No Payments Under The Settlement If The Settlement Agreement Is Terminated.**

#### **7. Can I Get Out Of The Settlement?**

No. The Class was certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Class Member, you are bound by any judgments or orders that are entered in the Class Action for all claims that were asserted in the Class Action or are otherwise included as Released Claims under the Settlement.

#### **8. Do I Have A Lawyer In The Case?**

The Court has appointed the law firm Schlichter, Bogard & Denton, in St. Louis, Missouri, as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **9. How Will The Lawyers Be Paid?**

Class Counsel will file a petition for the award of Attorneys' Fees and Costs. This petition will be considered at the Fairness Hearing. Class Counsel has agreed to limit their application for an award of Attorneys' Fees and Costs to not more than \$5,583,333.33 in fees and \$675,000 in costs and Class Counsel will also monitor compliance with the Settlement for three years without charge and has committed to bring an enforcement action, if needed, to enforce the Settlement, also with no charge. The Court will determine what fees and costs will be approved.

#### **10. How Do I Tell The Court If I Don't Like The Settlement?**



If you are a Class Member, you can tell the Court that you do not agree with the Settlement or some part of it. To object, you must send the Court a written statement that you object to the Settlement in *Henderson et al. v. Emory University et al.*, No. 16-cv-2920 (N.D. Ga.). Be sure to include your name, address, telephone number, signature, and a full explanation of why you object to the Settlement. Your written objection must be received by the Court **no later than September 1, 2020**. The Court's address is Clerk of the Court, United States District Court for the Northern District of Georgia, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309. Your written objection also must be mailed to the lawyers listed below, no later than September 1, 2020. Please note that the Court's Order Granting Preliminary Approval of this Settlement provides that any party to the litigation may, but is not required to, serve discovery requests, including requests for documents and notice of deposition not to exceed two hours in length, on any objector. Any responses to discovery, or any depositions, must be completed within ten days of the request being served on the objector.

#### **CLASS COUNSEL**

SCHLICHTER, BOGARD & DENTON  
Attn: Emory 403(b) Settlement  
100 S. Fourth St., Suite 1200  
St. Louis, MO 63102  
[Emory403bSettlement@uselaws.com](mailto:Emory403bSettlement@uselaws.com)

#### **DEFENDANTS' COUNSEL**

MORGAN, LEWIS & BOCKIUS LLP  
Attn: Matthew J. Sharbaugh  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004

#### **11. When And Where Will The Court Decide Whether To Approve The Settlement?**

The Court will hold a Fairness Hearing at 10:30 a.m. on October 1, 2020, at the United States District Court for the Northern District of Georgia, Courtroom 2307, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309.

At the Fairness 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 give its final approval to the Settlement. The Court also will consider the petition for Class Counsel's Attorneys' Fees and Costs and any Class Representatives' Compensation.

#### **12. Do I Have To Attend The Fairness Hearing?**

No, but you are welcome to come at your own expense. 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 when the Court considers whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is not necessary.

#### **13. May I Speak At The Fairness Hearing?**

If you are a Class Member, 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 *Henderson et al. v. Emory University et al.*, No. 16-cv-2920 (N.D. Ga.)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be mailed to the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 10, **no later than September 1, 2020**.

#### **14. What Happens If I Do Nothing At All?**

**If you are a "Current Participant" as defined above, and do nothing, you will participate in the Settlement of the Class Action as described above in this**

**Settlement Notice if the Settlement is approved. According to the Plan's records, you are a Current Participant.**

If you are a "Former Participant" as defined above, and you do nothing, you will be bound by the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is finally approved, BUT YOU WILL NOT RECEIVE ANY MONEY UNLESS YOU SUBMIT A FORMER PARTICIPANT CLAIM FORM.

**15. How Do I Get More Information?**

If you have general questions regarding the Settlement, you can visit this website: [Emory403bSettlement.com](http://Emory403bSettlement.com), call 1-877-320-1298, or write to the Settlement Administrator at Emory 403(b) Settlement Administrator, P.O. Box 2005, Chanhassen, MN 55317-2005.

Emory 403(b) Settlement Administrator | PO Box 2005, Chanhassen, MN 55317

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