

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA  
HUNTINGTON DIVISION**

**MARTHA BLENKO,  
LAURA MULLARKY, and  
JANE DOE, individually  
and on behalf of all others similarly situated,**

**Plaintiffs,**

**v.**

**CIVIL ACTION NO. 3:21-cv-00315  
Honorable Judge Robert C. Chambers**

**CABELL HUNTINGTON HOSPITAL, INC.,**

**Defendant.**

**JOINT MOTION TO CERTIFY CLASS FOR SETTLEMENT PURPOSES  
AND TO APPROVE CLASS SETTLEMENT AND NOTICE**

NOW COME Plaintiffs, Martha “Marty” Blenko, Laura Mullarky, and Jane Doe, and Defendant Cabell Huntington Hospital, Inc., by and through counsel, and pursuant to Rules 23 and 54(d)(2) and MOVE this Honorable Court to certify this proceeding as a class action against Defendant Cabell Huntington Hospital, Inc. for settlement purposes and to approve the settlement as set forth in the Mediation Agreement. (Ex. 1, 2.) The substantial grounds upon which this motion is based are set forth in the supporting memorandum of law.

1. Plaintiffs moves this Court to certify a class defined as follows:

211 non-union retirees from Cabell Huntington Hospital, Inc. who received notification in 2021 of a curtailment or termination in their retiree healthcare benefits.

2. Defendant served as the plan administrator for the Plaintiffs’ retirement welfare benefits plan.

3. The Parties agreed to settle this matter pursuant to Rule 23(b)(3) of the *Federal Rules of Civil Procedure* regarding Plaintiffs' allegations that Defendant's agents made material misrepresentations in substantially the same form to all Affected Individuals, indicating that the Hospital would provide cost-free retiree health insurance for Pre-65 retirees, and Medicare supplemental benefits thereafter throughout the lives of retirees. Defendant denies the allegations but nonetheless agrees to this class action settlement.

**WHEREFORE**, Plaintiffs and Defendant move this Honorable Court pursuant to Rule 23 to:

(A) Conditionally certify a class of 211 non-union retirees from Cabell Huntington Hospital, Inc. who received notification in 2021 of a curtailment or termination in their retiree healthcare benefits.

(B) Order notice to proposed Class Members.

(C) Schedule a fairness hearing to review the terms of the settlement.

(D) Authorize Plaintiffs' counsel to issue notice to the class regarding the proposed settlement and fairness hearing.

**Respectfully Submitted,  
MARTHA BLENKO and  
LAURA MULLARKY, individually  
and on behalf of all others similarly  
situated,  
By counsel:**

/s/ Samuel B. Petsonk  
Samuel B. Petsonk (State Bar ID No. 12418)  
Petsonk PLLC  
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(304) 900-3171 (phone)

(304) 986-4633 (fax)

[sam@petsonk.com](mailto:sam@petsonk.com)

Bren J. Pomponio (WVSB #7774)

Laura Davidson (WVSB #13832)

Mountain State Justice, Inc.

1217 Quarrier Street, Suite

Charleston, West Virginia 25301

(304) 344-3144

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[bren@msjlaw.org](mailto:bren@msjlaw.org)

[laura@msjla.org](mailto:laura@msjla.org)

**Reviewed by:**

**Cabell Huntington Hospital, Inc.**

**By counsel,**

/s/ David S. Amsbary

David D. Amsbary (W. Va. Bar No. 9968)

Melissa Eakle Leasure (W. Va. Bar No. 10327)

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and

/s/ Robert M. Duncan

Robert M. Duncan, Jr. (Ky. Bar No. 89821) (pro hac vice)

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/s/ David R. Stone

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CIVIL ACTION NO. 3:21-cv-00315

CABELL HUNTINGTON HOSPITAL, INC.,

Defendant.

**MEDIATION AGREEMENT**

The Parties have agreed to resolve this litigation as follows:

1. The Defendant agrees to pay \$5,694,500.00 into a qualified settlement fund subject to and consistent with this Mediation Agreement (hereinafter referred to as "Agreement"), including class representative service fees as described in Paragraph 2 below, administration fees set as described in Paragraph 3 below, a High Risk Fund, as described in Paragraph 4, with the remainder to comprise a Common Fund, as described in Paragraph 5.
2. **Service Fees for Class Representatives.** From the sum set forth in Paragraph 1, the Parties agree that \$15,000.00 will be paid apiece to each of the three class representatives as a class representative service fee, for a total of \$45,000.00.
3. **Administrative Fees for Class Action Settlement.** From the sum set forth in Paragraph 1, the Parties agree that up to \$175,000.00 may be paid to a Settlement Administrator (hereinafter referred to as "Settlement Administrator") for services associated with administration of the class and settlement funds.
4. **High Risk Fund.** From the sum set forth in Paragraph 1, \$500,000.00 shall be allocated to a High Risk Fund, maintained and administered by the Settlement Administrator, for

the payment of expenses qualified for payment by a health reimbursement account as to which class members have submitted the expense to both a Medicare Part B and Part D supplement and received a denial of part or all payment.

5. **Common Fund.** After making the foregoing allocations, the remainder of the sums in the qualified settlement fund comprise a Common Fund.
  - a. **Contingent Fee.** From the Common Fund, twenty percent (20%) shall be allocated as a reasonable contingent fee to the Class Counsel, as defined in Paragraph 7 below.
  - b. **Pro Rata Distribution.** After the payment of the contingent fee, the remainder of the Common Fund shall be allocated in equal shares (the “Pro Rata Distributions”) for each member of the class into health reimbursement accounts, such accounts maintained by the Settlement Administrator and/or the individual class members (or either the Settlement Administrator’s or the individual class members’ designees), for costs and expenses qualified for payment by such an account.
  - c. **Reversion.** If more than 21 members of the class opt out of the settlement, the Common Fund shall be reduced by an amount equivalent to 0.65 multiplied by the number of class members in excess of 21 that opted out multiplied by the per capita Pro Rata Distribution of the Common Fund that would otherwise have been payable to 211 class members. Defendant shall be allowed to reduce the amount of its payments to the qualified settlement fund by any reversion amount determined under this Paragraph 5(c).
6. **No Side Settlements.** Defendant agrees not to solicit or enter any settlement agreement with class members regarding retiree healthcare benefits outside of this Agreement prior to the closure of any opt-out period set forth by the United States District Court.
7. **Class Certification and Class Counsel.** The Parties agree to the certification of a class of 211 retirees as specified in the Class List attached to this Agreement, and to the appointment of Bren Pomponio and Laura Davidson of Mountain State Justice, Inc., and Samuel B. Petsonk of Petsonk PLLC as Class Counsel.
8. **Contingent Fee.** The Defendant does not contest the payment of a reasonable contingent fee to the Class Counsel in the amount of 20% percent of the Common Fund.

9. **Payment into qualified settlement fund.** Consistent with the terms of this Agreement, the Defendant shall pay the sum set forth in this Agreement into a qualified settlement fund and those payments shall be allocated by the Settlement Administrator to their respective purposes according to this Agreement. Payment into the qualified settlement fund shall be made by the Defendant within 90 days after the end of the opt-out period, the approval of class certification, or the final approval of the settlement by the United States District Court, whichever occurs last.
  
10. **Coverage Termination by Defendant.** Class members who have not yet reached the age of Medicare eligibility shall continue to be eligible to receive the same coverage offered to non-union employees under Defendant's medical benefit program (and will be responsible for paying applicable premiums) until reaching the age of Medicare eligibility or, for those who have reached such age (the "Medicare-eligible" class members), until midnight on the date by which all of the following have occurred: (1) the end of the class opt out period; (2) the United States District Court's approval of the settlement; and (3) the funding of the qualified settlement fund (the "Coverage Termination Date"). Participants who are Medicare-eligible class members shall be entitled to the reimbursement of eligible medical benefits claims incurred on or before the Coverage Termination Date, provided such claims are properly submitted in accordance with the terms of Defendant's current medical benefits program within sixty (60) days of the Coverage Termination Date. Claims submitted by Medicare-eligible class members after the claims submission deadline (as described in the preceding sentence), regardless of when they were incurred, shall not be eligible for reimbursement under Defendant's medical benefits program. In addition, no claims incurred by Medicare-eligible class members after the Coverage Termination Date shall be eligible for reimbursement under Defendant's medical benefits program. After the funding of the qualified settlement fund, the Defendant shall have no further obligation or responsibility for health benefits for the Medicare-eligible class members.
  
11. **Recommendation.** Paul English Smith, Vice President and General Counsel of the Defendant, will recommend this Agreement for adoption by the Board of Directors.
  
12. **Approvals.** This Agreement is subject to two approvals: the Board of Directors of Cabell Huntington Hospital, Inc. and the Honorable Robert C. Chambers, United States District Judge, pursuant to the dictates of Federal Rule of Civil Procedure 23 governing class actions.
  
13. **Distribution of Funds.** Upon final approval of the settlement by the United States District Court after appropriate process, the Class Counsel shall notify the Settlement

Administrator to commence distribution of all sums in accordance with these agreed-upon terms.

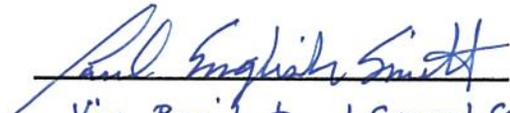
14. **Media Statement.** Upon approval of the settlement by the United States District Court, representatives of the Defendant and Class Counsel shall issue a joint media statement regarding resolution of the case.
15. **No Admission.** None of this Agreement itself constitutes any admission by any of the Parties of any liability, wrongdoing or violation of law, damages, or the validity or invalidity of any claim or defense asserted in the pending litigation. If the United States District Court does not approve the settlement, all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall remain confidential except that this Agreement shall remain as an exhibit to the Plaintiff's Motion to Certify the Class, and except as determined otherwise by the United States District Court, and shall be without prejudice to any Party and shall not be deemed or construed to be an admission, and the Parties shall stand in the same procedural position as if the Agreement had not been negotiated or made.
16. **Dismissal.**
  - a. **Class Release of Claims for Termination of Retiree Healthcare Benefits.** As part of the settlement presented for approval by the United States District Court, Plaintiffs shall execute a release of claims against Defendant related to the Cabell Huntington Hospital Inc. Employee Health and Welfare Benefit Plan (the "506 Plan") and any predecessor version, including the Cabell Huntington Hospital, Inc. Employee Health Plan (the "501 Plan"), and claims related to life insurance benefits under any such plans, ("Released Claims") to fully and completely settle, release, and forever discharge Defendant (hereinafter "Defendant," including its predecessors, successors, affiliates, officers, directors, employees, consultants, representatives, attorneys, insurers, reinsurers, agents, and assigns) from any and all past, present and future Released Claims, and potential claims, demands, obligations, damages, actions, assessments, liabilities, fines, losses, judgments, costs, fees, bills, expenses (including without limitation, all legal fees, interest and penalties), suits, at law or in equity, and causes of action of whatsoever kind or nature, whether known or unknown, which are now existing, or which might arise after the Coverage Termination Date, for the Released Claims under the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and all private and other causes of action that arise for the Released Claims under contract, common law, negligence (including but not limited to the negligence of Defendant's employees, agents, and/or independent contractors), and other

expenses or damages, incurred or to be incurred that arise, with respect to the class, that are based upon the Defendant's curtailment or termination of retiree benefits described above; *provided that*, notwithstanding the foregoing, nothing in this agreement encumbers or releases any claim regarding life insurance arising out of the acts or omissions of any entity other than Cabell Huntington Hospital, Inc. This paragraph comprises a classwide release of claims as defined above.

- b. Individual Releases.** Additionally, only with respect to Martha Blenko, Laura Mullarky, and Jane Doe, those persons in their individual capacity, and not on behalf of the class, shall execute a release of the personal claims that they may now possess arising from the Plaintiffs' employment with the Defendant, including, but not limited to, breach of contract, express and implied; intentional or negligent infliction of emotional distress; negligence; defamation; outrage; unlawful discrimination; violations of West Virginia public policy (commonly referred to as "Harless" claims. *See Harless v. First Nat'l Bank of Fairmont*, 246 S.E.2d 270 (W.Va. 1978)); the Americans with Disabilities Act; the West Virginia Human Rights Act; the West Virginia Patient Safety Act; the Civil Rights Act of 1964; and the Age Discrimination in Employment Act. Blenko, Mullarky, and Doe acknowledge and agree that the receipt of the settlement proceeds in this case represents good and valuable consideration for the release of their individual employment claims against Defendant.
- c. Scope.** Notwithstanding the foregoing, this release does not encompass conduct that arises between the entry of this release and the Coverage Termination Date. Provided further that, for the avoidance of doubt, if the settlement is not approved by the District Court, the releases set forth in this Agreement, and this Agreement in its entirety, are also null and void.

/s/ Samuel B. Petsonk  
On behalf of Plaintiffs

May 24, 2022

  
Paul English Smith  
Vice President and General Counsel  
Cabell Huntington Hospital, Inc.  
May 31, 2022

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Honorable Judge Robert C. Chambers**

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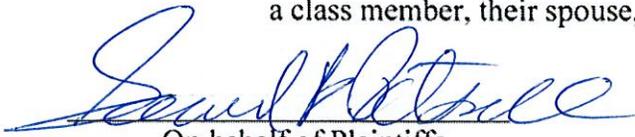
**Defendant.**

**MEDIATION AGREEMENT - ADDENDUM**

Plaintiffs and Defendant (the "Parties") further agree to the following Addendum to the Mediation Agreement entered in this Matter:

1. The High Risk Fund only provides for expenses that are: a) covered under Medicare Part D (i.e. pharmaceutical), b) incurred for the treatment of a class member, and c) not paid for by class member's Part D Plan. When submitting expenses for reimbursement from the High Risk Fund, a class member must have a Part D plan, must submit the bill to the settlement administrator along with an explanation of benefits, or other proof of rejection of coverage by the class member's Part D plan.
2. The High-Risk Fund carries a per capita lifetime cap of \$10,000.00 per class member.

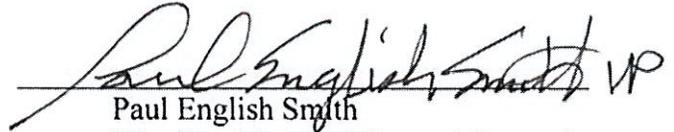
3. If any funds remain unallocated in an individual Health Reimbursement Account (HRA) upon the death of the account holder, such sums will revert to the High-Risk Fund following the death of each such individual account holder and the full payment of covered costs to the estate of the deceased for all such costs that were incurred prior to the holder's death.
4. Individual HRA accounts may be used for any expense covered by Medicare Part B or D (so-called "213(d)" expenses). Individual accounts may be used for medical, dental, vision, hearing aids, or pharmaceutical costs for the treatment of a class member, their spouse, or dependents.



On behalf of Plaintiffs

Samuel B. Peterson  
Counsel for Plaintiffs

7/7/22



Paul English Smith  
Vice President and General Counsel  
Cabell Huntington Hospital, Inc.

**Notice of Class Action Settlement Agreement**

*Martha Blenko, et al. v. Cabell Huntington Hospital*

Case No. 3:21-cv-00315

United States District Court for the Southern District of West Virginia

A class action lawsuit is currently pending in the U.S. District Court for the Southern District of West Virginia, Case No. 3:21-cv-00315. The named plaintiffs and the certified class representatives in this action are Martha “Marty” Blenko (a post-65 retiree), Laura Mullarky (a pre-65 retiree), and Jane Doe (a post-65 retiree). The Plaintiffs allege that Cabell Huntington Hospital, Inc. (“Defendant”) repeatedly represented to Defendant’s employees that they could retire as non-union employees beginning at age 62 and retain their health insurance if they had attained 17 years of credited service. Plaintiffs further allege Defendant informed the Plaintiffs it would provide comparable health insurance to the non-union retirees until they became Medicare-eligible, and that Defendant would then provide a comparable, cost-free Medicare supplement throughout the rest of those retirees’ lives. The Defendant denies these allegations.

The Court has ordered that the case may be settled as a class action against the Defendant. The class is defined as:

211 non-union retirees from Cabell Huntington Hospital, Inc. who received notification in 2021 of a curtailment or termination in their retiree healthcare benefits.

**The Parties in the case listed above have reached a settlement to provide Health Reimbursement Accounts for each class member in the amount of \$18,860.66 to cover qualified medical expenses, and to create a \$500,000.00 High-Risk Fund to cover the last dollar of qualified medical expenses that are not fully paid for by insurance or Medicare supplements, such as specialty drugs.**

**The settlement is described more fully below. The settlement must be approved by the Court before it is distributed. This Notice informs you of your rights to receive an award under that settlement, or to decline the award by opting out of the settlement. Please read it carefully.**

**Class counsel and the class representatives consider the settlement to be in the best interest of the class because: 1) it represents roughly six years of funding for Medicare supplements, 2) it creates a High-Risk Fund to provide “last-dollar” coverage as previously provided by the Defendants, and 3) it avoids the risks and delays of additional litigation.**

The Court has authorized this Notice of the Settlement reached by the Parties in the class action lawsuit referenced above. A Final Settlement Hearing is set for \_\_\_\_\_ at the United States District Court for the Southern District of West Virginia, 845 5th Ave #101, Huntington, West Virginia, 25701.

The purpose of this notice is to explain the nature of the lawsuit and to inform you of your legal rights. If you have any questions, contact Attorney Sam Petsonk: (681) 207-7510.

**A. THE NATURE AND COURSE OF PROCEEDINGS.**

This lawsuit sought to recover relief under the Employee Retirement Income Security Act (ERISA) because the Defendants repeatedly represented to Defendant's employees that they could retire as non-union employees beginning at age 62 and retain their health insurance if they had attained 17 years of credited service. Cabell further informed their employees that Cabell would provide comparable health insurance to the non-union retirees until they became Medicare-eligible, and that Cabell would then provide a comparable, cost-free Medicare supplement throughout the rest of those retirees' lives.

On May 25, 2021, Attorney Sam Petsonk and Mountain State Justice filed this lawsuit on behalf of Plaintiffs Blenko and Mullarky, and thereafter added an additional Plaintiff Jane Doe, seeking relief for the class under ERISA to prevent or reduce the harm suffered by the Plaintiffs due to the Defendant's proposed termination of retiree healthcare benefits.

On August 26, 2021, the Plaintiffs filed a Motion for Preliminary Injunction to bar the Defendants from curtailing or terminating the benefits that they allegedly promised. On September 24, 2021, the Court granted temporary relief in response to the Motion for Preliminary Injunction, and modified that relief on September 27, 2021. On October 8, 2021, the Court denied the Motion for Preliminary Injunction, and the case has proceeded in litigation.

**Settlement.** On May 24, 2022, the Parties reached a Mediation Agreement to resolve this litigation for a total sum of \$5,694,500.00. From that sum, a High-Risk Fund will be established in the amount of \$500,000.00 to cover "last-dollar" costs for which no other coverage is available, such as specialty drugs. Defendants agreed to pay \$175,000.00 in administrative fees to implement a system of HRAs for class members, and \$15,000.00 in additional service fees for each of the three class representatives. The remainder will constitute a Common Fund of \$4,974,500.00, from which a reasonable contingent attorney fee of twenty percent is proposed. After fees, the Common Fund equals \$3,979,600.00 which provides each class member with an individual Health Reimbursement Account in the amount of \$18,860.66.

The Court has not rendered judgment on the merits of the claims in the case.

**B. THE PROPOSED SETTLEMENT.**

(1) **Relief:** The proposed settlement is explained below and is set forth in greater detail in the "Mediation Agreement." (ECF \_\_) (Available online via [www.PACER.gov](http://www.PACER.gov)). **If you would like to opt out of an award in this case, you must contact the class co-counsel, Mountain State Justice, Inc., 1217 Quarrier Street, Charleston, WV 25301, (681) 207-7510.** Attorney Sam Petsonk and the attorneys at Mountain State Justice represent the class---that is, **they represent you and not Cabell Huntington Hospital, Inc.**

(a) **Health Reimbursement Accounts.** Each class member will receive an HRA containing \$18,860.66 to be used for qualified medical expenses.

(b) **High-Risk Fund.** A High-Risk Fund of \$500,000.00 will be available as a supplemental benefit in the HRA for any costs that have been denied after submitted to a health insurer or Medicare supplement. No class member may draw more than \$10,000.00 in benefits from the High-Risk Fund, to preserve a fair allocation of the fund.

(c) **Two hundred and eleven proposed class members.** The parties propose 211 class members. However, if any class members opt out of the settlement, the per-capita award will

increase correspondingly above \$18,860.66 pursuant to the terms of the Mediation Agreement (Paragraph (5)(c), “Reversion”). The class counsel, who represent the Plaintiffs, have researched the case extensively and determined through formal and informal discovery that there are two hundred and eleven retirees in the proposed class.

(d) **Continued health insurance for Pre-65 Retirees.** Class members who have not yet reached the age of Medicare eligibility shall continue to be eligible to receive the same coverage offered to non-union employees under Defendant’s medical benefit program (and will be responsible for paying applicable premiums) until reaching the age of Medicare eligibility.

(e) **Termination of coverage.** For those who have reached their age of Medicare eligibility (the “Medicare-eligible” class members) the health care provided by Cabell Huntington Hospital, Inc. will continue until midnight on the date by which all of the following have occurred: (1) the end of the class opt out period; (2) the United States District Court’s approval of the settlement; and (3) the funding of the qualified settlement fund (the “Coverage Termination Date”). Participants who are Medicare-eligible class members shall be entitled to the reimbursement of eligible medical benefits claims incurred on or before the Coverage Termination Date, provided such claims are properly submitted in accordance with the terms of Defendant’s current medical benefits program within sixty (60) days of the Coverage Termination Date. Claims submitted by Medicare-eligible class members after the claims submission deadline (as described in the preceding sentence), regardless of when they were incurred, shall not be eligible for reimbursement under Defendant’s medical benefits program. In addition, no claims incurred by Medicare-eligible class members after the Coverage Termination Date shall be eligible for reimbursement under Defendant’s medical benefits program.

(f) **Timing and method of establishing HRAs.** Defendant shall pay the sum set forth in this Agreement into a qualified settlement fund and those payments shall be allocated by the Settlement Administrator to their respective purposes according to this Agreement. Payment into the qualified settlement fund shall be made by the Defendant within 90 days after the end of the opt-out period, the approval of class certification, or the final approval of the settlement by the United States District Court, whichever occurs last.

(g) **Administration of HRAs.** The HRAs are to be administered by the Settlement Administrator, which is proposed to be Walters Administration and Wesbanco, who will hold the payments in a qualified settlement fund and beginning processing payments as promptly as possible once the Court approves the settlement and Defendant funds the accounts.

(h) **Attorney fees and costs.** The contingent attorney fees for class counsel would be twenty percent of the Common Fund, totaling \$994,900.00 for litigation of the case and management of the class action, including issuance of class notice.

(i) **Class representative service fee.** The Defendant agrees to pay to each class representative the sum of \$15,000.00.

(j) **Class administration fee.** The Defendants agree to pay a class administrative fee, which is proposed to be allocated to Walters Administration and Wesbanco, of \$175,000.00 in order to cover the costs of the administration of the HRAs, including claims on the High-Risk Fund. The administration of the HRAs will not entail ongoing bank fees.

(k) **Cy pres (leftover amounts).** Any unclaimed portion of the settlement proceeds will be distributed as follows: 1/3 to the Cabell Huntington Hospital Foundation; 1/3 to the Cabell Huntington Hospital Foundation for the benefit of the Cabell Huntington Hospital Outpatient Pediatric Rehab Center; and 1/3 to the American Cancer Society.

Terms for Distribution of HRA and High Risk Fund:

1. The High Risk Fund only provides for expenses that are: a) covered under Medicare Part D (i.e. pharmaceutical), b) incurred for the treatment of a class member, and c) not paid for by class member's Part D Plan. When submitting expenses for reimbursement from the High Risk Fund, a class member must have a Part D plan, and must submit the bill to the settlement administrator along with an explanation of benefits, or other proof of rejection of coverage by the class member's Part D plan.
2. The High-Risk Fund carries a per capita lifetime cap of \$10,000.00 per class member.
3. If any funds remain unallocated in an individual Health Reimbursement Account (HRA) upon the death of the account holder, such sums will revert to the High-Risk Fund following the death of each such individual account holder and the full payment of covered costs to the estate of the deceased for all such costs that were incurred prior to the holder's death.
4. Individual HRA accounts may be used for any expense covered by Medicare Part B or D (so-called "213(d)" expenses). Individual accounts may be used for medical, dental, vision, hearing aids, or pharmaceutical costs for the treatment of a class member, their spouse, or dependents.

(2) **Hearing:** The court will hold a fairness hearing which will take place **before the Honorable Judge Robert C. Chambers at the United States Courthouse for the Southern District of West Virginia, 845 Fifth Avenue, Huntington, WV 25701**. Any class member may attend the fairness hearing, but you do not need to attend the hearing in order to receive the settlement.

(6) **Release:** If you accept a settlement, you as a class member will release and forever dismiss ("Release") all of the claims against Cabell Huntington Hospital relating to the curtailment or termination of your retiree healthcare benefits.

**C. YOUR CHOICES:**

(1) **Accept the settlement.** You do not need to take any action to accept the settlement. However, if you have not already done so, contact class co-counsel Mountain State Justice, Inc., (681) 207-7510, in order to confirm your contact information. After the Final Settlement Hearing, you will receive instructions on claiming your award under the settlement.

OR

(2) **Object to the settlement.** If you choose to object to the settlement, you must submit your objection in writing to the Clerk of the Court, U.S. District Court for the Southern District of West Virginia, 845 Fifth Avenue, Room 101, Huntington, WV 25701 **on or before** \_\_\_\_\_. Any class member who has filed an objection with the Clerk may appear at the fairness hearing and be heard (individually or through his/her own counsel).

**Cabell Huntington Hospital has advised that it will discontinue offering the current HRA to class members who do not accept the settlement effective at the end of the “termination of coverage” period defined above in section B(1)(e).**

This is a description of the case in general and does not cover all of the issues in detail. You may review the pleadings and all other documents in this case at the office of the Clerk of the Court, who will make the file available to you for inspection and copying at your expense.

**D. WHAT TO DO NOW TO PARTICIPATE IN THE SETTLEMENT.**

(1) **Confirm that your address is correct.** If you have not done so, call Mountain State Justice at (681) 207-7510. Make sure that your correct address is on file. If this notice was sent to the wrong address, you should immediately send a letter to Mountain State Justice at the address below stating your correct home address. The attorneys at Mountain State Justice represent the class. You are not required to attend the Court proceedings or retain your own lawyer. But, if you want your own lawyer to speak or appear in Court, separate from Mountain State Justice, you can retain a lawyer for that purpose to enter an appearance in the case, and at your own expense.

(2) If the Court approves the settlement, you will receive a final notice stating the final number of class members, the specific amount that you will receive, the timetable for receiving payments, and the process for claiming your payments.

(3) If you have any other questions, you may consult with class counsel, Sam Petsonk or Bren Pomponio, by calling (681) 207-7510, or by mail to: Cabell Huntington Class Settlement, Mountain State Justice, Inc., 1217 Quarrier Street, Charleston, WV 25301.

**(4) DO NOT ADDRESS QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.**

Sam B. Petsonk, Esq.  
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417 East Main Street  
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(304) 712-9858  
*Class counsel*

Bren J. Pomponio, Esq.  
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1217 Quarrier Street  
Charleston, WV 25301  
(304) 344-3144  
*Class counsel*