

IN THE CIRCUIT COURT OF COOK COUNTY, CHANCERY DIVISION

CAROL NIEWINSKI, et al.,

Plaintiffs,

v.

RESURRECTION HEALTH CARE, an  
Illinois Not-for-Profit Corporation,

Defendants.

Case No. 04 CH 15187

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**To:** All persons who received medically necessary hospital services at a **Resurrection Health Care Hospital** between **September 16, 2001 and September 19, 2008** and were not insured for hospital services.

There is a proposed settlement of a class action lawsuit that covers the following Resurrection Health Care Hospitals: Resurrection Medical Center, Our Lady of the Resurrection Medical Center, Saint Mary of Nazareth Hospital Center, Saint Elizabeth Hospital, Holy Family Medical Center, Saint Francis Hospital, Saint Joseph Hospital, West Suburban Medical Center, and Westlake Community Hospital (each a "Resurrection Hospital").

**Si necesita ayuda, este aviso está disponible en Español en el siguiente sitio de internet: [www.resclassaction.com](http://www.resclassaction.com) o [www.reshealth.org](http://www.reshealth.org) o por petición a Resurrection Health Care.**

**Jeżeli Państwo potrzebujecie pomocy ta informacja jest też dostępna w języku polskim na witrynach internetowych [www.resclassaction.com](http://www.resclassaction.com), [www.reshealth.org](http://www.reshealth.org) oraz na życzenie w Resurrection Health Care.**

**You May be Entitled to a Refund or a Reduced Hospital Bill.  
Please Read this Notice Carefully.**

**Why did I receive this notice?**

You may be affected by a proposed settlement of the lawsuit *Niewinski et al. v. Resurrection Health Care Corporation*, No. 04 CH 15187 (the "Lawsuit"), pending before the Circuit Court of Cook County. This is a class action lawsuit based on allegations that hospitals affiliated with Resurrection Health Care ("Resurrection") charged uninsured patients unreasonable rates for medical services.

You are receiving this notice because you may be a member of the class entitled to relief under the proposed settlement of the Lawsuit ("Class Member"). You do not need to do anything to be represented as part of the class. If you do not want to be part of the class, you may request to "opt out" of the class. If you opt out, you will no longer be bound by the results of this class lawsuit. You may be able to file a lawsuit for yourself to protect your own rights and at your own expense. You are free at any time to talk to your own lawyer about your rights.

The Court gave preliminary approval to the Settlement on September 19, 2008. The Court has scheduled a hearing on January 12, 2009 at 11 a.m. C.S.T. (the "Fairness Hearing") to determine whether the Settlement is reasonable, fair and adequate and, if so, to give the Settlement final approval. The Court must approve the Settlement for it to take effect. The Court will also determine the amount of attorneys' fees and reimbursement of litigation costs to be awarded to lawyers for the class. The time and date of this hearing may be rescheduled without further notice to the Class. You may attend this hearing if you wish, but are NOT required to do so in order to participate in the Settlement.

**What is this case about and why did it settle?**

Resurrection and its hospital affiliates are not-for-profit Catholic organizations sponsored by the Sisters of the Holy Family of Nazareth and the Sisters of the Resurrection. The mission of the Resurrection Hospitals is to provide compassionate, family-centered care to its community, including free or reduced-price health care ("Financial Assistance") to patients who cannot afford to pay their Resurrection hospital bills.

Plaintiffs in this Lawsuit claim that Resurrection Hospitals charged uninsured patients unreasonable rates for the medical services they provided and as a result breached contracts with Plaintiffs and violated the Illinois Consumer Fraud and Deceptive Business Practices Act. Resurrection has denied and continues to vigorously deny any and all allegations of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or the class. Resurrection further denies any other improper or wrongful action and any allegation that Resurrection Hospitals did not provide financial assistance when appropriate. Resurrection has agreed to enter into the Settlement solely to put to rest all controversy and to avoid the expense and burden of litigation.

Class Counsel and Resurrection reached the Settlement after negotiations conducted over the course of several months. Class Counsel concluded, after evaluating the facts, the law, and the risks and benefits to the Class, that the Settlement is in the best interest of the Class. It avoids the uncertainties and delay in pursuing this complex Lawsuit, while securing a substantial recovery for the Class. Class Members incur no risk or cost in obtaining relief under the Settlement.

**How may the Settlement benefit me?**

The Settlement may benefit you in three primary ways:

- (1) You may be eligible for Financial Assistance at a Resurrection Hospital for future bills for medically necessary hospital services;
- (2) You may be eligible for a recalculation of any outstanding bills you have at a Resurrection Hospital for medically necessary hospital services received between September 16, 2001\* and September 19, 2008 if you would have qualified for Resurrection’s Financial Assistance Program at the time you received such services or you currently qualify;
- (3) You may be eligible for a refund, generally in the form of a health care voucher, if you paid Resurrection for medically necessary hospital services received between September 16, 2001\* and September 19, 2008 and you would have qualified for Resurrection’s Financial Assistance Program at the time you received such services.

These benefits are summarized in the next few sections. This Notice provides only a summary. The actual terms of the Settlement are in the Settlement Agreement, which is available for review as described below.

**Who qualifies for Financial Assistance on future bills?**

You may be eligible for Financial Assistance on future bills if:

- 1) You receive medically necessary hospital services (i.e., not elective services like cosmetic surgery) at a Resurrection Hospital;
- 2) You are an Uninsured Patient at the time the medical services are rendered;
- 3) You qualify for Resurrection’s Financial Assistance Program at the time you receive the services; and
- 4) You complete and submit a Financial Assistance application form.

An “Uninsured Patient” is defined in the Settlement as a patient at a Resurrection Hospital who, at the time he or she received medically necessary hospital services, was not covered for those services by a healthcare savings account, a private insurance policy or health plan providing hospital benefits (including, but not limited to, any policies or plans sponsored or administered by employers, unions, mutual benefit associations, or workers’ compensation; any ERISA plan; Medicare, Medicaid, SCHIP, or CHAMPUS; or other third-party coverage applicable to all or part of any hospital bill), or an indemnity payor.

“Uninsured Patients” do not include (1) patients who may recover at law against third parties for the medical care at issue when payment is actually made by such third parties; (2) patients who are uninsured because they chose not to participate in an available employer-sponsored health care plan (unless participation would have resulted in household income below 100% of the Federal Poverty Guidelines); and (3) patients who work for an employer who employs more than 15 persons but discontinued its health insurance coverage after September 19, 2008 and during any 24-month period prior to the date the patient received services at a Resurrection Hospital.

**What is Resurrection’s Financial Assistance Program and how does it work?**

As set forth in the Settlement, Resurrection’s Financial Assistance Program going forward will consist of the three types of discounts explained below. You should be aware that the Illinois General Assembly has passed a bill regarding discounts for Uninsured Patients entitled the Hospital Uninsured Patient Discount Act, which is scheduled to go into effect April 1, 2009. The parties have agreed in the Settlement that when the Hospital Uninsured Patient Discount Act or similar statute becomes law, Resurrection may conform its Financial Assistance Program to provide only that which is required by such law or, in its discretion, to adjust the discounts set forth below to take into account the discounts mandated under the law. Information regarding Resurrection’s current Financial Assistance Program can be located on Resurrection’s website ([www.reshealth.org](http://www.reshealth.org)) or by calling 1-877-RES-INFO.

- 1) **Base Discount:** Under Resurrection’s Financial Assistance Program, all Uninsured Patients who do not demonstrate eligibility for a Need-Based Discount (set forth below) will qualify upon request for a base discount of 25% off of Gross Charges (defined in the Settlement as the list price on the Resurrection Hospital’s chargemaster) for medically necessary hospital services.
- 2) **Need-Based Discount:** Uninsured Patients who demonstrate eligibility for Need-Based Discounts will receive discounts off of Gross Charges as set forth in Table 1:

**TABLE 1**

<b><u>Household Income</u></b>	<b><u>Percent Discount</u></b>
More than 300% but less than or equal to 400% of the Federal Poverty Income Guidelines	40% Discount off of Gross Charges for medically necessary hospital services
More than 200% but less than or equal to 300% of the Federal Poverty Income Guidelines	60% Discount off of Gross Charges for medically necessary hospital services
More than 100% but less than or equal to 200% of the Federal Poverty Income Guidelines	80% Discount off of Gross Charges for medically necessary hospital services
Less than or equal to 100% of the Federal Poverty Income Guidelines	Full Financial Assistance (100% Discount off of Gross Charges for medically necessary hospital services)

The 2008 Federal Poverty Guidelines are set forth in Table 2: (for households of up to 6 persons)

\* For Saint Elizabeth Hospital, you may be eligible if you received medically necessary hospital services between September 30, 2001 and September 19, 2008. For West Suburban Medical Center, you may be eligible if you received medically necessary hospital services between March 9, 2004 and September 19, 2008.

**TABLE 2**

<u>Number of persons in household</u>	<u>Federal Poverty Income Guideline</u>
1	\$10,400
2	\$14,000
3	\$17,600
4	\$21,200
5	\$24,800
6	\$28,400

3) **Catastrophic Expense Assistance:** As an additional part of its Financial Assistance Program, if an Uninsured Patient demonstrates that s/he has a household income less than or equal to 400% of the Federal Poverty Income Guidelines, Resurrection Hospitals will limit the annual payment obligation for medically necessary hospital services to 10% of annual gross household income or 10% of Non-Retirement Household Liquid Assets, whichever is higher. The Settlement defines Non-Retirement Household Liquid Assets to mean cash, or non-cash assets that can be readily converted to cash, owned by a member of your household. Non-Retirement Household Liquid Assets do not include your home or assets held in a qualified retirement plan. If an Uninsured Patient has a household income of greater than 400% of the Federal Poverty Income Guidelines, Resurrection will limit the annual payment obligation for medically necessary hospital services to 15% of annual gross income or 15% of non-retirement household liquid assets, whichever is higher.

**Example 1: Uninsured Patient Entitled To Need-Based Discount**

- Uninsured Patient A is single and earns \$26,000 a year, putting her income at 250% of the Federal Poverty Income Guidelines. If Uninsured Patient A is billed \$2,000 in Gross Charges for a certain surgical procedure and completes a Financial Assistance application form, Resurrection will provide a 60% Need-Based Discount, resulting in a \$800 bill. (60% of \$2,000 is \$1,200; \$2,000 - \$1,200 = \$800.)

**Example 2: Uninsured Patient Entitled to Base Discount**

- Uninsured Patient B is married with two children and his household income is \$95,000 a year, putting his income at over 400% of the Federal Poverty Income Guidelines. Although Uninsured Patient B is not eligible for a Need-Based Discount, he is eligible for a Base Discount. If Uninsured Patient B is billed \$5,000 in Gross Charges for a certain surgical procedure and requests a Base Discount, Resurrection will provide a 25% Base Discount, resulting in a \$3,750 bill. (25% of \$5,000 is \$1,250; \$5,000 - \$1,250 = \$3,750.)

**Example 3: Uninsured Patient Entitled to Need-Based Discount and Catastrophic Expense Assistance**

- Uninsured Patient C is married with no children and her household income is \$49,000 a year, putting her income at 350% of the Federal Poverty Income Guidelines. If Uninsured Patient C is billed \$20,000 in Gross Charges for a certain surgical procedure and completes a Financial Assistance application form, Resurrection will provide a 40% Need-Based Discount, resulting in a \$12,000 bill (40% of \$20,000 is \$8,000; \$20,000 - \$8,000 is \$12,000.) In addition, because Uninsured Patient C’s income is less than 400% of the Federal Poverty Income Guidelines, Resurrection will limit her annual payment obligation to 10% of her annual income, or \$4,900.

**Example 4: Uninsured Patient Entitled To Base Discount and Catastrophic Expense Assistance**

- Uninsured Patient D is single and earns \$52,000 a year, putting her income at over 400% of the Federal Poverty Income Guidelines. Although Uninsured Patient D is not eligible for a Need-Based Discount, she is eligible for a Base Discount. If Uninsured Patient D is billed \$20,000 in Gross Charges for a certain surgical procedure and requests a Base Discount, Resurrection will provide a 25% Base Discount, resulting in a \$15,000 bill. (25% of \$20,000 is \$5,000; \$20,000 - \$5,000 = \$15,000.) In addition, even though Uninsured Patient D’s income is more than 400% of the Federal Poverty Income Guidelines, Resurrection will limit her annual payment obligation to 15% of her annual income, or \$7,800.

The parties have agreed that Resurrection’s Financial Assistance Program will generally not apply to the following categories of Uninsured Patients or procedures: (1) non-emergency services provided to persons whose principal place of residence is outside of Cook County; (2) any procedure or service that is not medically necessary; (3) any procedure or service for which Resurrection already provides a discounted “flat rate” pricing package; and (4) certain limited resource programs, including major surgeries (such as organ transplants), outpatient mental health treatment, and care for certain chronic diseases.

**How do I apply for Financial Assistance for future bills?**

To qualify for Financial Assistance on future bills, you must fill out a Financial Assistance Application and provide requested documentation of your financial need to the Resurrection Hospital that billed you. You must also cooperate with Resurrection’s efforts to determine your eligibility for governmental or other third-party benefits (such as Medicaid or MANG). Applications are also available at each Resurrection Hospital and on Resurrection’s web site at [www.reshealth.org](http://www.reshealth.org).

After you have completed a Financial Assistance Application, Resurrection will review the application and notify you of its eligibility determination or if your application is incomplete. If you meet the eligibility criteria, Resurrection will provide you with notice of the amount of Financial Assistance granted within a reasonable period of time, generally within ten business days after review of your Financial Assistance Application.

An Uninsured Patient who qualifies for Financial Assistance will be eligible for discounts for the current episode of care and for any and all previous episodes of care for which there remains an outstanding balance. The Uninsured Patients' qualification determination will remain effective for thirty days or the patient's entire episode of care, whichever is longer. More than thirty days but less than six months after the eligibility determination, Resurrection may request that the Uninsured Patient re-verify eligibility information. After six months, a new Application must be completed.

Under the terms of the Settlement, Resurrection will provide Financial Assistance materials to all patients receiving hospital care that it identifies as Uninsured Patients at the time of in-person registration, admission, or at such later time at which the patient is first identified as an Uninsured Patient. After Resurrection has identified a patient as an Uninsured Patient, all written communications from Resurrection to the Uninsured Patient regarding billing shall include notice of the patient's right to seek Financial Assistance if they are unable to pay all or some of their outstanding balance. Resurrection will continue to make Financial Assistance applications available on its website.

Resurrection will not send out patient billing statements while the Financial Assistance Application is being reviewed, although if Resurrection does not receive a completed Financial Assistance Application upon a patient's discharge it may begin regular billing procedures. Resurrection shall include in its contracts with collection agencies a requirement that the collection agencies notify patients who appear to be eligible for financial assistance of the Financial Assistance Program. If a Financial Assistance Application is presented to a Resurrection Hospital or a collection agency after collection litigation is initiated, the litigation shall be suspended pending a determination by Resurrection of the Uninsured Patient's eligibility for Financial Assistance.

Resurrection has also agreed to continue providing notice of Financial Assistance in English, Polish, and Spanish, to make available to patients a telephone help line, to provide financial counseling with appropriately trained personnel, and continue to delegate to the Resurrection System Compliance Officer the responsibility for monitoring and auditing Resurrection's Financial Assistance Program.

### **Who qualifies for a recalculation of unpaid past bills?**

You may be eligible for a recalculation of unpaid past bills if:

- 1) You were a patient at a Resurrection Hospital between **September 16, 2001\* and September 19, 2008;**
- 2) You received medically necessary hospital services (i.e., not elective services like cosmetic surgery);
- 3) You were an Uninsured Patient at the time the medical services were rendered;
- 4) You would have qualified for a Need-Based Discount under Resurrection's Financial Assistance Program (as set forth in Table I above) at the time you received the services, or you currently qualify for a Need-Based Discount; and
- 5) You complete and submit a Claim Form.

### **How do I apply for a recalculation of my unpaid past bills?**

On or before November 18, 2008, Uninsured Patients with unpaid past bills will be mailed a notice and Claim Form at their last known address. Additionally, Resurrection will provide Claim Forms upon request to any Resurrection patient. Claim Forms are available online at [www.resclassaction.com](http://www.resclassaction.com). You must submit a Claim Form, along with specified supporting documentation to establish your eligibility for Financial Assistance. The Claim Form **must be postmarked no later than February 16, 2009**. The postmark date will determine whether the claim is timely. The claim form will clearly set forth the date of this deadline. If you miss this deadline, you cannot get past bills recalculated under the Settlement.

### **If I am eligible, how will my bill be recalculated?**

If you are eligible for a recalculation of unpaid past bills, your unpaid bill will be recalculated based on the application of Need-Based discount provided under the Resurrection Financial Assistance Program in effect at the time of the request for recalculation.

The discounts currently provided under the Resurrection Financial Assistance Program can be found above under the heading "**What is Resurrection's Financial Assistance Program?**" Although this is Resurrection's current Financial Assistance Program, you should be aware that the Illinois General Assembly has passed a bill regarding discounts for Uninsured Patients, entitled the Hospital Uninsured Patient Discount Act, which is scheduled to go into effect April 1, 2009. The parties have agreed in the Settlement that when the Hospital Uninsured Patient Discount Act or similar statute becomes law, Resurrection may conform its Financial Assistance Program to provide only that which is required by law or, in its discretion, adjust the discounts set forth below to take into account the discounts mandated under such law. Information regarding Resurrection's current Financial Assistance Program can be located on Resurrection's website ([www.reshealth.org](http://www.reshealth.org)) or by calling 1-877-RES-INFO.

#### **Example: Uninsured Patient Eligible for Recalculation of Bill**

- Uninsured Patient A received medically necessary hospital services at a Resurrection Hospital on June 1, 2005, and received a bill for \$5,000. Uninsured Patient A is currently single and has an annual income of \$15,600, putting her income at 150% of the current Federal Poverty Income Guidelines. Uninsured Patient A has not paid her bill.

If Uninsured Patient A submits a Claim Form establishing eligibility, her bill will be recalculated under the Resurrection Financial Assistance Program in effect at the time of her request. Resurrection's current Financial Assistance Program would entitle Uninsured Patient A to a 80% Need-Based Discount, and her bill would be recalculated to \$1,000 (80% of \$5,000 is \$4,000; \$5,000 - \$4,000 = \$1,000.)

### **If I qualify, when will Resurrection recalculate my bill?**

Resurrection will contact the Class Member once his or her claim has been decided, or if additional information is needed. A recalculation will normally be processed within 30 days from final approval of the settlement or 60 days from determination of the claim, whichever is later. It may take longer if Resurrection needs more time to get the records it needs to evaluate whether you qualify, such as a copy of your current federal income

tax return or tax returns for the time period in which you received services. The Settlement Agreement provides that the entire claims process shall take no longer than 180 days from receipt of claim.

### **Who qualifies for a refund of vouchers on paid past bills?**

You may be eligible for a refund, consisting primarily of health care vouchers, on past bills if:

- 1) You were a patient at an Resurrection Hospital between **September 16, 2001\* and September 19, 2008**;
- 2) You received medically necessary hospital services (i.e., not elective services like cosmetic surgery);
- 3) You were an Uninsured Patient at the time the medical services were rendered;
- 4) Your bill was \$500 or more, or you had multiple bills in one year totaling \$500 or more;
- 5) You paid some or all of the bill;
- 6) You qualified for a Need-Based Discount under Resurrection's Financial Assistance Program (as set forth in Table I) at the time you received the services; and
- 7) You complete and submit a Claim Form.

Vouchers will be accepted as cash payment for your or your immediate family's health care services and supplies (whether or not they are medically necessary) at all Resurrection Hospitals, urgent care centers, and affiliated clinics. If you are eligible for a refund and can demonstrate that you previously moved out of Northern Illinois and are not able to use the voucher, then you will receive a cash refund.

You are not eligible for a refund if the amount you paid to Resurrection was less than 10% of your Non-Retirement Household Liquid Assets at the time you received the services. You are also not eligible for a refund if you made payments to a Resurrection Hospital pursuant to judgments entered in judicial actions against you, although you are eligible for satisfaction of those judgments if your Claim Form establishes that you would have been entitled to a refund if no judgment had been obtained.

Qualified Class Members will receive full or partial refunds. The total of all refunds is capped at \$3 million. If the total value of qualified claims exceeds \$3 million, the awards will be pro-rated.

### **How do I apply for a refund of my paid past bills?**

On or before November 18, 2008, Uninsured Patients with paid past bills will be mailed a notice and Claim Form at their last known address. Additionally, Resurrection will provide Claim Forms upon request to any Resurrection patient. Claim forms are available online at [www.reclassaction.com](http://www.reclassaction.com). You must submit a Claim Form, along with specified supporting documentation to establish your eligibility for Financial Assistance. The Claim Form **must be postmarked no later than February 16, 2009**. The postmark date will determine whether the claim is timely. The claim form will clearly set forth the date of this deadline. If you miss this deadline, you cannot get a refund for past bills.

### **If I am eligible, how will Resurrection calculate my refund?**

If you are eligible for a refund of paid past bills, Resurrection will recalculate your past paid bills based on the Need-Based Discounts set forth in Table 1 above. Any amount you paid over and above the adjusted, discounted rate will be refunded to you in the form of a voucher.

#### **Example: Uninsured Patient Eligible for Refund**

- Uninsured Patient A received medically necessary hospital services at a Resurrection Hospital on December 1, 2003, and received a bill for \$4,000 for those services. At the time of the services, Uninsured Patient A was married and had an annual income of \$42,000, putting his income at 300% of the Federal Poverty Income Guidelines. Uninsured Patient A did not fill out a Financial Assistance Application and paid his bill in full.

If Uninsured Patient A submits a Claim Form and appropriate supporting documentation, his bill will be recalculated under the Need-Based Discount Table. The Need-Based Discount Table would entitle Uninsured Patient A to a 60% Discount off of his hospital bill, for a total bill of \$1,600. (60% of \$4,000 is \$2,400; \$4,000 - \$2,400 = \$1,600.) Because Uninsured Patient A already paid \$4,000, he will receive a refund in the form of a \$2,400 voucher. That voucher will be accepted as cash payment for Uninsured Patient A's or Uninsured Patient A's immediate family's health care services and supplies (whether or not they are medically necessary and including preventive care) at all Resurrection Hospitals, urgent care centers, and affiliated clinics.

### **If I qualify, when will I receive my refund?**

Resurrection will contact the Class Member once his or her claim has been decided, or if additional information is needed. A refund will normally be processed within 30 days of final approval of the settlement or 60 days from the determination of the claim, whichever is later. It may take longer if Resurrection needs more time to get the records it needs to evaluate whether you qualify, such as a copy of your federal income tax return for the time period during which you received services. The Settlement Agreement provides that the entire claims process shall take no longer than 180 days from receipt of claim.

### **Does the Settlement cover doctors' bills?**

No. **The Settlement applies to Hospital bills only.** Bills by doctors for medical care at Resurrection Hospitals are not part of the Settlement.

### **What happens if the Court approves the Settlement?**

If the Court approves the Settlement, Resurrection will be released from all the claims in this case, except for those of persons who opt out of the class. The release will not cover claims unrelated to hospital pricing and discounting, such as claims about the medical treatment you received. In return, Resurrection must comply with the Settlement Agreement and provide the benefits summarized in this Notice. If the Court does not approve

the Settlement the proposed Settlement will dissolve, the Lawsuit will resume, and Resurrection will have no obligation to provide the benefits set forth in the Settlement.

**How long will the Settlement terms be in place?**

The Settlement terms will be in place for three years, but Resurrection can terminate portions of the Agreement under certain circumstances. When the Hospital Uninsured Patient Discount Act, or other similar legislation, becomes law, Resurrection has the right to terminate any discounts required by the Settlement Agreement and to provide only those discounts required by statute or regulation.

**Who pays attorneys' fees and settlement expenses?**

Resurrection is paying all settlement administration costs and Class Counsel's reasonable attorneys' fees and costs. These payments do not reduce benefits to any Class Member. During the Fairness Hearing, Class Counsel will ask for approval of attorney's fees and costs totaling \$600,000 for all services to be provided in implementing the Settlement and all costs and expenses incurred in pursuing this litigation. Resurrection has agreed to pay up to that amount, as well as to pay for costs of this Notice.

**How do I stay in the class and benefit from the Settlement?**

If you received this, you are likely already a Class Member. **YOU DO NOT NEED TO DO ANYTHING TO REMAIN IN THE CLASS.**

**What if I don't want to be in the class?**

You can choose to "opt out" of the Class and the Settlement. **If you opt-out, you will not be eligible to receive any benefits under the Settlement and you will not be bound by the orders or judgments in the Lawsuit.**

If you choose to opt-out of the Class, you must do so by mailing a written request, postmarked on or before **December 19, 2008**, referencing "Resurrection Health Care, 04 CH 15187," to the Claims Administrator at: Resurrection Health Care Settlement Administrator, P.O. Box 56798, Jacksonville, FL 32241-6798.

The request must include: your name, address, telephone number, signature, and a written statement communicating that you want to be excluded from the Settlement Class, that you do not wish to be a Settlement Class Member, and that you want to be excluded from any judgment entered pursuant to the Settlement Agreement. ***The date of the postmark will be the only method of proving a request to opt-out was submitted on time.*** **IF YOU OPT OUT, ANY CLAIMS YOU HAVE ON YOUR OWN MAY BE SUBJECT TO A STATUTE OF LIMITATIONS.** You should consider talking to your own lawyer before deciding to opt out.

**How do I get more information?**

If you want more information, you may examine the Settlement Agreement, as well as other case documents, at the Clerk of Court, Cook County, Chancery Division, Richard J. Daley Center, 40 W. Washington Street Room 802, Chicago, Illinois, 60602, during their regular business day hours of 8:30 a.m. - 4:30 p.m. You may also find useful information, including a copy of the Settlement Agreement and Claims Form, on a website which has been set up for this case, **[www.resclassaction.com](http://www.resclassaction.com)**. You may consult with your own lawyer at any time.

**How do I comment on or object to the Settlement?**

You are not required to do anything to obtain Court approval of the Settlement. You have the right, however, to comment about or object to the Settlement. You may attend the Fairness Hearing if you wish, but are NOT required to do so in order to participate in the Settlement. Any Class Member who has not opted out of the Class may appear at the Hearing in person or by hiring an attorney to comment on the proposed Settlement. Comments can support or object to the Settlement. If you want to object to the proposed Settlement, you must state in writing all of your reasons why the Settlement should not be approved as fair, reasonable or adequate, and whether you intend to appear at the Fairness Hearing either with or without counsel. ***Objections should be filed with the Claims Administrator and mailed to Counsel listed below and must be postmarked no later than December 19, 2008.***

Resurrection Counsel:  
David S. Rosenbloom, Esq.  
McDermott Will & Emery LLP  
227 West Monroe Street  
Chicago, Illinois 60606

Class Counsel:  
George S. Bellas, Esq.  
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Rieck and Crotty PC  
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Suite 3390  
Chicago, Illinois 60603

**Important dates and deadlines**

Please note the following important dates:

- Deadline to request exclusion from the class: December 19, 2008
- Postmark deadline to comment/object to settlement: December 19, 2008
- Fairness Hearing Date: January 12, 2009, 11 a.m.
- Postmark deadline for claims: February 16, 2009

**PLEASE DO NOT CONTACT THE JUDGE ABOUT THIS MATTER.**