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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

EDWARD ASNER, *et al.*,
Plaintiffs,
vs.
**THE SAG-AFTRA HEALTH
FUND, *et al.*,**
Defendants.

Case No. 2:20-cv-10914-CAS (JEM)
**DECLARATION OF ERIC
NORDSKOG OF A.B. DATA IN
SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL
OF SETTLEMENT**
Date: September 11, 2023
Time: 10:00 a.m.
Courtroom: 8D
Judge: Christina A. Snyder
Action Filed: December 1, 2020

1 I, Eric Nordskog, declare and state as follows:

2 1. I am a Senior Project Manager of A.B. Data, Ltd.’s Class Action Administration Division
3 (“A.B. Data”), whose Corporate Office is located in Milwaukee, Wisconsin. A.B. Data has been
4 retained by Class Counsel to act as Settlement Administrator. I am fully familiar with the facts contained
5 herein based upon my personal knowledge.

6 2. I submit this Declaration in connection with the class action notice administration
7 proceedings related to the above-captioned action (the “Action”)¹ per the terms of this Court’s Order
8 Granting Preliminary Approval of Class Action Settlement, dated May 3, 2023 (the “Preliminary
9 Approval Order”), ECF No. 134.

10 3. This Declaration details the steps that were taken to implement notice of the Settlement
11 per the terms of the Preliminary Approval Order. Those steps included: i) sending the Settlement Notice
12 to all Class Members with a known postal address or email address; ii) sending the HRA Notice to
13 certain Senior Performers; and iii) establishing and maintaining a case-specific website and toll-free
14 telephone number.

15 **DISSEMINATION OF NOTICE**

16 4. Beginning on April 25, 2023, A.B. Data received multiple electronic data files from
17 Defendants’ Counsel containing the name, contact information, and other relevant settlement
18 information, for 137,002 Class Members. All Class Member information was provided to A.B. Data
19 through a secure transfer site and has been stored in a secure environment with controlled access.

20 5. Of the 137,002 records, 23,972 records did not have an email address provided and
21 113,030 records contained an email address. The 113,030 email addresses were subjected to an email
22 verification process resulting in 109,167 verified email addresses (the “Email Notice List”).

23 6. From June 2, 2023 through June 7, 2023, pursuant to the requirements of the Preliminary
24 Order, A.B. Data sent the Settlement Notice via email to the Email Notice List. For Senior Performers
25 who are entitled to a monetary payment or HRA allocation from the Net Settlement Amount pursuant
26 to the Plan of Allocation, the email was customized to include the target amount of that payment or
27

28 ¹ Unless otherwise defined herein, all capitalized terms have the meanings set forth in the Class
Action Settlement Agreement (the “Settlement Agreement”), ECF No 128-1.

1 HRA allocation. For Senior Performers who do not have an HRA Account, the email included a link to
2 the HRA Notice which advised recipients of their right to become a Participant in the HRA Plan and
3 thereby receive allocation to an HRA Account as well as the Senior Performer's Notice of Intent to
4 Become a Participant in the HRA Plan Form ("HRA Participant Form"). A copy of the emailed version
5 of the Settlement Notice is attached hereto as Exhibit A.

6 7. Also, on June 2, 2023 A.B. Data mailed Notice to Class Members without a valid e-mail
7 address but a verified mailing address (the "Mailed Notice List"). In total, A.B. Data mailed 13,960
8 Notices to the Mailed Notice List.

9 8. Similar to the emailed version of the Settlement Notice, for Senior Performers who are
10 entitled to a monetary payment or HRA allocation from the Net Settlement Amount pursuant to the Plan
11 of Allocation, the mailed Settlement Notice was customized to include the target amount of that
12 payment or HRA allocation. For Senior Performers who do not have an HRA Account, the mailing
13 included the HRA Notice as well as the HRA Participant Form. Copies of the mailed Settlement Notice,
14 HRA Notice, and HRA Participant Form are attached hereto as Exhibits B, C, and D respectively.

15 9. As of the date of this Declaration, A.B. Data has caused a total of 121,687 Settlement
16 Notices to be successfully emailed or mailed to Class Members. A total of 15,315 Notices were not
17 deliverable.

18 **WEBSITE AND CALL CENTER**

19 10. On June 2, 2023 A.B. Data updated the case-specific website for this Action,
20 www.sagaftahealthplansettlement.com and posted the Settlement Notice, HRA Notice, and HRA
21 Participant Form. The website also provides summary information concerning the current status of the
22 Action, contact information for the Settlement Administrator, and downloadable copies of the
23 Preliminary Approval Order, the Settlement Agreement, and other related documents.

24 11. On June 2, 2023, A.B. Data began to maintain the case-specific, toll-free telephone
25 number, 1-877-888-4642, with an interactive-voice-response system to accommodate Class Members
26 that have questions about the Action. The automated interactive voice response system presents callers
27 with a series of choices to hear prerecorded information concerning the Settlement. Callers are also able
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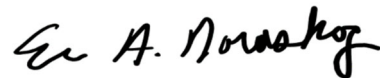
1 to leave voicemails with questions regarding the Settlement. A.B Data has reviewed all voicemails
2 received and promptly returned calls answering questions received by Class Members.

3 12. On June 2, 2023, A.B. Data began to maintain the case-specific, toll-free telephone
4 number, 1-877-888-4642, with an interactive-voice-response system to accommodate Class Members
5 that have questions about the Action. The automated interactive voice response system presents callers
6 with a series of choices to hear prerecorded information concerning the Settlement. Callers are also able
7 to leave voicemails with questions regarding the Settlement. A.B Data has reviewed all voicemails
8 received and promptly returned messages submitted by Class Members

9 **OBJECTIONS RECEIVED TO DATE**

10 13. According to the Settlement Notice any Class Member wishing to object to the proposed
11 Settlement must do so in writing and submit the objection to the Court. To date, A.B. Data has not
12 received any misdirected objections and is not aware of any other objections filed.

13
14 Executed this 6th day of July 2023 in Milwaukee, Wisconsin.

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17 Eric Nordskog
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EXHIBIT A

Subject Line: Notice of Proposed Class Action Settlement: SAG-AFTRA Health Plan Settlement

From: SAG-AFTRA Health Plan Class Action Settlement Administrator

Reply to : info@sagafttrahealthplansettlement.com

NOTICE ID: <<notice id>>

TO: All individuals who (i) were enrolled in health coverage under the SAG-AFTRA Health Plan at any time from January 1, 2017 through May 3, 2023, (ii) were notified that they qualified for health coverage under the Plan for any time from January 1, 2017 through May 3, 2023, and/or (iii) qualified or had qualified as a Senior Performer as of January 1, 2017 or at any time from January 1, 2017 through May 3, 2023.

This email is to inform you about a tentative Settlement Agreement subject to Court approval that has been reached in *Asner, et al. v. The SAG-AFTRA Health Fund, et al.*, Case No. 2:20-cv-10914-CAS-JEMx. A Settlement Notice describing the terms of the tentative settlement has been approved by the Court. The Settlement Notice describes in detail the monetary and non-monetary relief that will be implemented if the Settlement Agreement is approved, as well as your legal rights with respect to the settlement and the rights that you would be releasing. You should review the Settlement Notice carefully, and it is available along with the full Settlement Agreement and other Court documents at www.sagafttrahealthplansettlement.com. A link to the Court-approved Settlement Notice is also available at this link:

Settlement Notice

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to the Settlement to avoid the costs and risks of a lengthy trial and appeals process even though Defendants deny that Plaintiffs' claims have any merit and deny all allegations of wrongdoing. One aspect of the monetary component of the Settlement Agreement includes the payment of \$15 million, which will, after deduction for any Attorneys' Fees, Costs, Service Awards, and Administrative Expenses approved by the Court, be paid to, or allocated to the HRA Accounts of, Senior Performers and their age 65+ spouses who lost active or secondary health Plan coverage in 2021 or 2022 due to the 2020 Amendments to the Plan. Listed below is your targeted amount for these payments or allocations (which may be increased or decreased *pro rata* depending on the amount of Attorneys' Fees, Costs, Service Awards, and Administrative Expenses approved by the Court).

Per the Plan's records, you qualify for a target payment or allocation of [\$4,400/\$2,200/\$1,100/\$400]

-OR-

Per the Plan's records, you do not qualify for a payment or allocation from the \$15 million fund.

Additionally, for up to eight years (2023 – 2030), the Plan will make up to \$700,000 per year in additional allocations to the HRA Accounts of certain Senior Performers who do not qualify for active health coverage from the Plan solely due to elimination of the dollar sessional rule. The details of this allocation are set forth in the Settlement Notice and in Section 10 of the Settlement Agreement, which is available at www.sagafttrahealthplansettlement.com.

You have the opportunity to become a participant in the HRA Plan in order to receive settlement allocations to which you may be entitled in your HRA Account. Below, please find a link to the HRA Notice and the form you can complete indicating your intention to become a participant in the HRA Plan. The form should be returned to the Settlement Administrator within 60 days of receiving this notice indicating your intention to become a participant in the HRA Plan.

HRA Notice

Senior Performer's Notice of Intent to Become a Participant in the HRA Plan

You do not need to do anything. Inclusion in the Settlement is automatic, and if the Court approves the Settlement all Class Members will be bound by its terms. If you wish to object to the Settlement, Attorneys' Fees and Costs, and/or Service Awards, you must write the Court explaining why you agree or disagree with the Settlement, by August 14, 2023. The Court

will hold a Final Fairness Hearing at 10:00 A.M. on September 11, 2023, at Courtroom 8D of the United States District Court for the Central District of California, 350 W. First Street, Los Angeles, CA 90012.

If you have any questions, you may also contact the Settlement Administrator at (877) 888-4642 or info@sagaftrahealthplansettlement.com.

SAG-AFTRA Health Plan Settlement
c/o A.B. Data, Ltd.
P.O. Box 173064
Milwaukee, WI 53217

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All individuals who (i) were enrolled in health coverage under the SAG-AFTRA Health Plan at any time from January 1, 2017 through May 3, 2023, (ii) were notified that they qualified for health coverage under the Plan for any time from January 1, 2017 through May 3, 2023 and/or (iii) qualified or had qualified as a Senior Performer as of January 1, 2017 or at any time from January 1, 2017 through May 3, 2023.

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

- Please read this Notice and the Settlement Agreement available at www.sagaftrahealthplansettlement.com carefully. Your legal rights may be affected whether you act or don't act. This Notice is a summary, and it is not intended to, and does not, include all of the specific details of the Settlement Agreement. To obtain more specific details concerning the Settlement, please read the Settlement Agreement and other Court documents available on the website above, such as the First Amended Class Action Complaint and Plaintiffs' Memorandum of Law in Support of Preliminary Approval of Class Action Settlement ("Preliminary Approval Memorandum"). 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 possible amendments to the Settlement Agreement or other changes, including changes to the date, time, or location of the Fairness Hearing, or other Court orders concerning the Settlement.
- Plaintiffs Michael Bell, Raymond Harry Johnson, David Jolliffe, Robert Clotworthy, Thomas Cook, Audrey Loggia, Deborah White, and Donna Lynn Leavy ("Plaintiffs" or "Class Representatives"), along with Edward Asner and Sondra James Weil (who are now deceased), brought this class action lawsuit on behalf of Class Members, seeking recovery for alleged breaches of fiduciary duty under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000 *et seq.* ("ERISA"), by Trustees of the Screen Actors Guild-Producers Health Plan ("SAG Health Plan") and the SAG-AFTRA Health Plan (the "Plan"). Plaintiffs believe their claims have merit for the reasons set forth in their Amended Class Action Complaint and their Preliminary Approval Memorandum. Defendants deny that Plaintiffs' claims have any merit and deny all allegations of wrongdoing, and nothing in the Settlement is an admission or concession on Defendants' part of any fault or liability whatsoever.
- To settle Plaintiffs' claims:
 - The Plan and the Plan's fiduciary liability insurers have each agreed to contribute \$7.5 million, for a total of \$15 million, which will be used to compensate certain Class Members who are Senior Performers and their age 65+ spouses who no longer qualified for health coverage from the Plan in 2021 or 2022 due to the 2020 Amendments; to pay any Attorneys' Fees and Costs to Class Counsel (including any Service Awards to the Class Representatives) that are deemed appropriate and awarded by the Court; and to pay certain necessary Administrative Expenses of the Settlement;
 - The Plan's Board of Trustees has agreed to amend the SAG-AFTRA Health Plan Senior Performers Health Reimbursement Account Plan ("HRA Plan") to provide for additional allocations into the HRA Accounts of Qualifying Senior Performers (defined below) that could total up to \$700,000 per year for up to eight years (for a potential maximum of \$5.6 million); and
 - The Plan has agreed to implement certain Disclosures and Administrative Changes (defined below) negotiated by the parties that Plaintiffs believe address the concerns raised in the First Amended Class Action Complaint regarding the alleged breaches of fiduciary duty.
- Your legal rights will be affected whether you act or don't act. This Notice includes information on the Settlement and the lawsuit. Please read the entire Notice carefully.
- The Court in charge of this case has given its preliminary approval to the Settlement and approved this Notice but has not yet decided whether to grant final approval of the Settlement. If the Court finally approves the Settlement, it will issue an Order requiring Defendants and the Plan to comply with the terms of the Settlement. Once the time for any appeals has run or any such appeals have been rejected: (i) the \$15 million settlement amount (minus any Attorneys' Fees and Costs and Administrative Expenses) will be paid to, or allocated into the HRA Accounts of, certain Class

Members who are Senior Performers, as directed by Plaintiffs and provided for in the Settlement Agreement, (ii) the additional allocations into the HRA Accounts of Qualifying Senior Performers will begin, and (iii) the Disclosures and Administrative Changes provided for in the Settlement Agreement will be implemented.

- The following rights and options—and deadlines to exercise them—are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS

DO NOTHING	You do not need to do anything. Inclusion in the Settlement is automatic, and if the Court approves the Settlement all Class Members will be bound by its terms.
OBJECT TO THE SETTLEMENT	If you object to the Settlement, or otherwise wish to comment on the Settlement, you can write to the Court explaining why you agree or disagree with the Settlement, Attorneys’ Fees and Costs, or Service Awards.
GO TO THE HEARING	Ask to speak in Court about your objection to the Settlement.

BASIC INFORMATION

1. What is this Notice About?

This Notice is to inform you about a Settlement reached in this litigation before the Court decides whether to grant final approval of this Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights. The Court in charge is the United States District Court for the Central District of California. This litigation is known as *Asner, et al. v. The SAG-AFTRA Health Fund, et al.*, No. 20-cv-10914-CAS (JEM). The people who sued are called the “Plaintiffs” or “Class Representatives.” The Trustees of the SAG Health Plan and the SAG-AFTRA Health Plan that they sued are called the “Defendants” or the “Defendant Trustees.”

2. What is this Lawsuit About?

Plaintiffs claim that the Defendant Trustees of the SAG Health Plan breached their ERISA fiduciary duties in connection with the January 1, 2017 merger of the SAG Health Plan and the AFTRA Health Plan, which resulted in the SAG-AFTRA Health Plan (the “Merger”). Plaintiffs allege that these Trustees falsely assured participants that the Merger would strengthen the health plan and ensure comprehensive health benefits for all participants in the future.

Plaintiffs also claim that the Defendant Trustees of the SAG-AFTRA Health Plan breached their ERISA fiduciary duties in connection with Plan amendments that were adopted in July 2020 and became effective on January 1, 2021 (“2020 Amendments”). Among other things, the 2020 Amendments: (a) eliminated health coverage based on an age and service rule; (b) for Senior Performers taking a pension, eliminated the so-called Dollar Sessional Rule, which credited residuals earnings toward eligibility qualification so long as they had \$1 of sessional earnings; (c) raised certain earnings thresholds to qualify for health coverage; and (d) eliminated secondary coverage for Senior Performers and their age 65+ spouses. Plaintiffs allege that the enactment of the 2020 Amendments violated ERISA and federal and state anti-discrimination laws, including the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.* (“ADEA”). Plaintiffs further allege that, in connection with the approval of three major collective bargaining agreements in 2019 and 2020, the Defendant Trustees violated ERISA by failing to disclose to union negotiators the amount of funding needed to sustain the Plan’s benefit structure and their intention to balance the Plan’s books in part by reducing the cost of providing Plan coverage to participants taking a pension who were age 65 and older.

Throughout the litigation and in the Settlement Agreement, the Defendant Trustees have denied that they breached any applicable fiduciary duties, violated any age discrimination laws, failed to make any disclosures required by law, or committed any wrongdoing whatsoever. They maintain that, with respect to both the Merger and the 2020 Amendments, they engaged in a prudent process with the advice of consultants to reach prudent decisions that were in the best interests of

participants in light of projected funding deficits that had arisen due to ever-increasing health care costs. Defendants further assert that, in an effort to mitigate the adverse consequences of the Plan's financial shortfall, the Plan has adopted numerous changes that have substantially reduced administrative expenses and the cost of benefits, as a result of which the Plan's administrative expenses compare very favorably to those of similarly situated plans.

3. Why is this a Class Action?

In a class action, one or more people, called the "Class Representatives," sue on behalf of themselves and other people with similar claims in the specific class action. All of these people together are the "class" or "class members." In a class action, one court may resolve the issues for all class members.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to the Settlement to avoid the costs and risks of a lengthy trial and appeals process. The parties reached the settlement with assistance from a nationally-renowned mediator. Nothing in the Settlement Agreement is an admission or concession on Defendants' part of any fault or liability whatsoever, nor is it an admission or concession on Plaintiffs' part that their claims lacked merit. The Class Representatives and Class Counsel believe the Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.

THE SETTLEMENT

5. How do I Know if I may be Included in the Settlement Class?

The Settlement Class includes: All individuals who (i) were enrolled in health coverage under the SAG-AFTRA Health Plan at any time from January 1, 2017 through May 3, 2023, (ii) were notified that they qualified for health coverage under the Plan for any time from January 1, 2017 through May 3, 2023, and/or (iii) qualified or had qualified as a Senior Performer as of January 1, 2017 or at any time from January 1, 2017 through May 3, 2023. The Defendant Trustees are excluded from the Settlement Class.

The fact that you are included in the Settlement Class, and receiving this Notice, does not mean that you are necessarily entitled to receive a monetary payment (or allocation into your HRA Account) from the Settlement.

The Settlement Agreement, the Amended Class Action Complaint, the Preliminary Approval Memorandum, the Preliminary Approval Order by the Court, and other relevant pleadings and Court orders are accessible on the Settlement Website at www.sagafttrahealthplansettlement.com.

6. How Much Money does the Settlement Provide?

The monetary components of the Settlement include: (1) the payment of \$15 million, comprised of \$7.5 million to be paid by the Plan's fiduciary liability insurance carriers plus \$7.5 million paid or allocated by the Plan, and (2) the requirement that the Plan allocate a total maximum of \$5.6 million, comprised of making allocations of up to an additional \$700,000 per year for eight years into the HRA Accounts of Qualifying Senior Performers, who are defined as Senior Performers who are ineligible for active coverage under the Plan that year solely as a result of the 2020 Amendments' elimination of the Dollar Sessional Rule.

7. How Will the Money Provided in the Settlement be Allocated?

- **\$15 Million Fund:** After deduction for any Attorneys' Fees, Costs, Service Awards, and Administrative Expenses approved by the Court, the balance of the \$15 million fund will be paid or allocated to Senior Performers and their age 65+ spouses who lost active or secondary health coverage from the Plan in 2021 or 2022 due to the 2020 Amendments. The following are the targeted amounts of these payments or allocations. (Each of the Senior Performer and their age 65+ spouse will receive the targeted amount.) If the Court approves the Settlement, the actual payments or allocations may be increased or decreased *pro rata* depending on the

amount left in the \$15 million fund after payment of Attorneys' Fees, Costs, Service Awards, and Administrative Expenses approved by the Court:

- **\$4,400** - For Senior Performers and their spouses who received active health coverage from the Plan in December 2020 but did not qualify for active coverage in 2021 due to the elimination of the Dollar Sessional Rule in the 2020 Amendments.
- **\$2,200** - For Senior Performers and their spouses who received active health coverage from the Plan in December 2020 but did not qualify for active coverage in 2021 due to the elimination of the age and service rules and/or raising of the earnings thresholds to qualify for health coverage as part of the 2020 Amendments.
- **\$1,100** - For Senior Performers and their spouses who received active health coverage from the Plan in December 2020 and who qualified for active health coverage in 2021 but did not qualify for active coverage in 2022 due to the 2020 Amendments.
- **\$400** – For Senior Performers and their spouses who received secondary health coverage from the Plan in December 2020 but did not receive secondary coverage in 2021 due to the 2020 Amendments.

Per the Plan's records, you qualify for a target payment or allocation of [\$4,400/\$2,200/\$1,100/\$400] -OR- [Per the Plan's records, you do not qualify for a payment or allocation from the \$15 million fund]

- **Additional HRA Allocations:** For up to eight years (2023 – 2030), the Plan will allocate up to \$700,000 into the HRA Accounts of Qualifying Senior Performers. The aggregate amount of additional allocations to the HRA Accounts of Qualifying Senior Performers in each year will be equal to one-half of the aggregate contributions made to the Plan with respect to the Qualifying Senior Performers' residual earnings reported to and processed by the Plan during the prior year's Base Earnings Period (which earnings will be capped at \$125,000 per Qualifying Senior Performer). The aggregate amount of additional allocations for each year will be apportioned among Qualifying Senior Performers based on the relative amount of their residual earnings reported to the Plan (up to \$125,000). The details of this allocation are set forth in Section 10 of the Settlement Agreement, which is available on the Settlement Website.

8. What Other Remedial Changes will the Plan Be Required to Implement if the Court Approves the Settlement?

In addition to the monetary payments and allocations into HRA Accounts described above, the Settlement requires the Plan to make certain Disclosures and Administrative Changes that were negotiated by the parties. With the exception of the provisions concerning the Cost Consultant, the Disclosures and Administrative Changes will be in effect for four years after the Settlement Effective Date. The following is a summary of the Disclosures and Administrative Changes agreed to as part of the Settlement. More details about these provisions are set forth in Section 11 of the Settlement Agreement, available at www.sagaftrahealthplansettlement.com.

- **Disclosures.** The following disclosures will be made to the SAG-AFTRA National Board or SAG-AFTRA Executive Committee, via the SAG-AFTRA National Executive Director:
 - No later than thirty (30) days after each Benefits Committee meeting, the Plan will provide the SAG-AFTRA National Executive Director with the projections required in Article XIII, Section 2 of the Trust Agreement, and any accompanying reports of the Benefit Consultant (including proposed changes to participant premiums, eligibility thresholds, or benefits, or any combination thereof, suggested by the Benefit Consultant).
 - No later than five (5) days after the minutes of the Plan's Board of Trustees' first meeting of each year are approved, the Plan will provide the SAG-AFTRA National Executive Director with a copy of the minutes to the extent they relate to Continuation Value and the projections referred to above.

- No later than five (5) days after the Union Trustees decide on a proposed modification they intend to make pursuant to Article XIII of the Trust Agreement, the Union Trustees will provide the SAG-AFTRA National Executive Director with the substance of the proposed modification.
- Prior to the commencement of collective bargaining negotiations relating to the Commercials CBA, Netflix CBA, or TV/Theatrical CBA, the Plan will provide reports to the SAG-AFTRA National Board and the SAG-AFTRA negotiating committees regarding the funding needed to sustain the then-current participant premiums, eligibility thresholds, and benefits for the duration of the agreements being negotiated. Disclosures of this nature were made by the Plan in connection with the negotiations leading to the 2022 Commercials CBA, which provides for increased contributions to the Plan.
- **Cost Consultant.** No later than thirty (30) days after the Settlement Effective Date, the Plan will follow the Request for Proposal (“RFP”) process described in Exhibit 5 to the Settlement Agreement to select a Cost Consultant. Once retained, the Cost Consultant will provide an oral report and issue a written report advising on potential cost-saving measures in areas other than those in which the Plan has already achieved cost-savings in recent years (as indicated in the memorandum attached as Exhibit 5 to the Settlement Agreement).
- **Plan Amendment.** No later than thirty (30) days after the Settlement Effective Date, the Plan’s Board of Trustees will amend the Plan’s Summary Plan Description as follows with respect to the manner in which Retirees’ (including Senior Performers’) sessional earnings are applied for purposes of qualifying for active coverage under the Plan:
 - Senior Performers will be able to use additional sessional earnings reported to the Plan within forty-five (45) days of the September 30 end of their Base Earnings Period (meaning fifteen (15) days beyond the 30-day period in which employers are expected to submit such earnings) toward active coverage qualification for the Benefit Period beginning the following January 1, provided that the covered employment generating the sessional earnings occurred on or before the referenced September 30. Any Senior Performer wishing to do so must affirmatively make this request with the Plan office within the 45-day window period.
 - Any such late reported earnings that are counted for purposes of qualifying for Plan coverage in a particular year will be excluded from the following year’s active qualification evaluation.
 - Retirees (including Senior Performers) will have two opportunities from 2023 through 2028 to retrospectively apply late reported earnings in this manner.
- **Notice of Additional Earnings Application Opportunity.** In conjunction with the Plan Amendment described above, the Plan will post a Notice of Additional Credited Earnings Opportunity on the Plan Website (in substantially the form attached as Exhibit 10 to the Settlement Agreement) so that Senior Performers potentially impacted by this provision are aware of the opportunity. The Plan Website will also advise Senior Performers of their ability to determine the amount of sessional earnings reported to the Plan for the applicable quarter and the October 1 through September 30 Base Earnings Period. In addition, the Plan will send at least two emails each year to Senior Performers for whom it has an email address with a link to the Benefits Manager log-in on the Plan Website where the Senior Performer can review their reported sessional earnings.

9. What Am I Giving Up If the Court Approves the Settlement?

In exchange for the relief provided by the Settlement, the parties agreed that all Class Members (including the Class Representatives) would forever release the Released Claims against the Released Parties. As set out more fully in the Settlement Agreement, “Released Claims” means any and all claims that:

- (a) were or could have been asserted in the Complaint or Amended Complaint (or in any submission made by the Class Representatives or Class Counsel in connection with the Action), or that arise out of, depend upon, or are based on any of the factual allegations asserted in the Complaint or Amended Complaint (or in any submission made by the Class Representatives or Class Counsel in connection with the Action), including, but not limited to,

those that arise out of, depend upon, or are based on: (i) the Merger and/or the pre-Merger evaluation process, (ii) the SAG Health Plan's maintenance of assets in, or transfer of assets out of, a "Retiree Reserve" portfolio, (iii) disclosures or failures to disclose information regarding the Merger and/or the pre-Merger evaluation process, (iv) the Amendments, (v) disclosures or failures to disclose information regarding the Plan's financial condition, funding, and/or actual or potential amendments to the Plan that occurred on or before the Settlement Effective Date, or (vi) any alleged breach of fiduciary duty in connection with (i) through (v) above.

(b) arise out of, relate in any way to, are based on, or have any connection with the approval by the Independent Settlement Evaluation Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone;

(c) arise out of, relate in any way to, are based on, or have any connection with the calculation, allocation, and/or distribution of the Net Settlement Amount to Class Members (i.e., the Settlement Allocations) in accordance with the Plan of Allocation;

(d) arise out of, relate in any way to, are based on, or have any connection with the calculation, allocation, and/or distribution of additional amounts to the HRA Accounts of Qualifying Senior Performers or any amendments to the HRA Plan that provide for such additional allocations; or

(e) would be barred by *res judicata* based on entry by the Court of the Final Approval Order.

The governing releases are found within the Settlement Agreement, which is available at www.sagaftahealthplansettlement.com. The Settlement Agreement describes the Released Claims in further detail. This is only a summary of the Released Claims, and it is not a binding description. Read the Settlement Agreement carefully because those releases will be binding on you as a Settlement Class Member if the Court grants final approval of the Settlement.

THE LAWYERS REPRESENTING YOU

10. Do I Have a Lawyer Representing Me?

The Court has appointed the following lawyers as Lead Class Counsel to represent you and all other members of the Settlement Class:

Steven A. Schwartz
SAS@chimicles.com
**CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP**
361 West Lancaster Avenue
Haverford, PA 19041
(610) 642-8500

Robert J. Kriner, Jr.
RJK@chimicles.com
**CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP**
2711 Centerville Road, Suite 201
Wilmington, DE 19808
(302) 656-2500

Additional counsel assisting Plaintiffs' Lead Class Counsel include the following:

Neville L. Johnson
JOHNSON & JOHNSON LLP
439 N. Canon Drive, Suite 200
Beverly Hills, CA 90210

Edward Siedle
LAW OFFICES OF EDWARD SIEDLE
17789 Fieldbrook Circle West
Boca Raton, FL 33496

You will not be charged for contacting these lawyers. If you want to be represented by or consult with your own lawyer concerning the terms of the Settlement, you may hire one at your own expense.

11. How Will the Lawyers Be Paid?

Class Counsel will ask the Court to pay them for the time they spent and reimburse them for the expenses they incurred prosecuting the lawsuit. Any Attorneys' Fees and Costs awarded by the Court will be paid out of the \$7.5 million paid by the Plan's fiduciary liability insurers.

Class Counsel will ask the Court for Attorneys' Fees and Costs not to exceed \$6,866,667, which is one-third of the \$15 million in payments or allocations from the Plan and its insurers plus the maximum \$5.6 million in additional potential allocations for Qualifying Senior Performers. To date, Class Counsel represent that they have spent over 4,500 hours prosecuting the lawsuit, and they have not been paid anything for their work yet. They also represent that they have advanced approximately \$70,000 in costs to cover the expenses necessary to pursue the lawsuit. Class Counsel will file with the Court a detailed Motion supporting their request for Attorneys' Fees and Costs. Class Counsel will file that Motion before the deadline for objections, and you will be able to review it at www.sagaftahealthplansettlement.com. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. Defendants have reserved the right to oppose Class Counsel's request for Attorneys' Fees and Costs.

12. What Will Plaintiffs Michael Bell, Raymond Harry Johnson, David Jolliffe, Robert Clotworthy, Thomas Cook, Audrey Loggia, Deborah White, and Donna Lynn Leavy Receive Out of the Settlement?

Class Counsel will ask the Court to award each Class Representative \$5,000 as a Service Award for their efforts in bringing this litigation. The Class Representatives spent significant time consulting with counsel, responding to interrogatories, and reviewing various court and mediation documents. In addition, Mr. Jolliffe participated in mediation sessions and provided extensive assistance to Class Counsel with respect to settlement negotiations. Class Counsel have agreed that any Service Awards will be paid out of the amount awarded by the Court for Attorneys' Fees and Costs. Mr. Jolliffe has committed to donating his Service Award to the SAG Foundation. Defendants have reserved the right to oppose Class Counsel's request for Service Awards.

In addition, Class Counsel will request that the Court approve the provisions in Section 12 of the Settlement Agreement. Pursuant to that section, each Class Member shall fully, finally, and forever settle, release, relinquish, waive, and discharge any claims he or she may have against the Class Representatives that arise out of the institution, prosecution, settlement or dismissal of the Action.

OBJECTING TO THE SETTLEMENT

13. How Do I Object to or Comment on the Settlement?

You can ask the Court not to approve the Settlement by filing an objection. You can also object to the request for Attorneys' Fees and Costs, the proposed Service Awards for each of the Class Representatives, or Plaintiffs' request that Class Members release any claims against the Class Representatives. You can't ask the Court to order a different Settlement or order different Disclosures and Administrative Changes; the Court can only approve or reject this Settlement. If the Court does not approve the Settlement, none of the Settlement benefits described above will be paid or allocated into HRA Accounts, the Plan's Board of Trustees will not be required to implement the Disclosures and Administrative Changes provided for by the Settlement, and the litigation between the parties will resume.

Any objection to the proposed Settlement must be in writing. Any objection must be submitted to the Court either by mailing it to the United States District Court for the Central District of California, 350 W. First Street, Los Angeles, CA 90012, ATTN Honorable Christina A. Snyder, or by filing them in person with the Court. Any objection must be filed or postmarked on or before August 14, 2023.

All written objections and supporting papers must include (a) the case name and number (*Asner, et al. v. The SAG-AFTRA Health Fund, et al.*, No. 20-cv-10914-CAS (JEM)); (b) your name, address, telephone number, and email address; (c) the specific grounds for your objection along with any supporting papers, materials, briefs or evidence that you wish the Court to consider when reviewing the objection; (d) your signature; and (e) a statement whether you or your attorney intends to appear at the Fairness Hearing. If you or your attorney has objected to a class action settlement during the past 5 years, the objection must also disclose all cases in which you or your attorney has filed an objection by caption, court and case number, and for each case, the disposition of the objection, including whether any payments were made to the objector or his or her counsel, and if so, the incremental benefits, if any, that were achieved for the class in exchange for such payments.

Any party to the litigation may file a response to an objection before the Fairness Hearing.

If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

If you do not comply with these procedures and timely object, you will lose any opportunity to have your objection considered at the Fairness Hearing or to otherwise contest approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

14. Can I Opt Out of the Settlement?

No. The Court has preliminarily certified this case as a class action pursuant to Federal Rule of Civil Procedure 23(b)(1), and that subsection of Rule 23 does not include provisions for class members to opt out.

THE FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests by Class Counsel for fees, costs, and expenses and the proposed Service Awards for the Class Representatives. You may attend and you may ask to speak, but you do not have to do so.

15. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Fairness Hearing at 10:00 A.M. on September 11, 2023, at Courtroom 8D of the United States District Court for the Central District of California, 350 W. First Street, Los Angeles, CA 90012. The hearing may be moved to a different date or time without additional notice, so check www.sagaftahealthplansettlement.com or call Class Counsel to confirm that the date has not been changed. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to reimburse Class Counsel for certain costs, and whether to pay Service Awards to the Class Representatives. At or after the hearing, the Court will decide whether to approve the Settlement.

16. Do I Have to Attend the Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend, at your expense, if you wish. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you filed or mailed your written objection on time, the Court will consider it. You may also hire or consult with your own lawyer at your own expense to attend on your behalf, but you are not required to do so.

17. May I Speak at the Hearing?

If you send an objection to or comment on the Settlement that notes your intention to appear, you or your counsel may have the right to speak at the Fairness Hearing as determined by the Court. You or your counsel may argue only those matters that were set forth in your written objection.

GET MORE INFORMATION

18. How Do I Get More Information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.sagaftahealthplansettlement.com. For more information on the Settlement, you may contact Lead Class Counsel identified above in Question 10. Updates about the Settlement will be posted at www.sagaftahealthplansettlement.com. Finally, you may visit the office of the Clerk of the Court at the address above, between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE, OR THE FUND OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Dated: May 3, 2023

By Order of the Court, United States District Court for the Central District of California

EXHIBIT C

HRA NOTICE

TO: All individuals who qualified as a Senior Performer (as defined in the SAG-AFTRA Health Plan Senior Performers Health Reimbursement Account Plan (“HRA Plan”)) and Surviving Spouses (as defined in the HRA Plan) as of January 1, 2017 or at any time from January 1, 2017 through May 3, 2023.

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

You are receiving this notice, along with the Notice of Proposed Class Action Settlement (“Notice”), because according to the records of the SAG-AFTRA Health Plan (the “Plan”), you qualified as a Senior Performer or a Surviving Spouse, as defined in the SAG-AFTRA Health Plan Senior Performers Health Reimbursement Account Plan (“HRA Plan”) as of January 1, 2017 or at any time from January 1, 2017 through May 3, 2023 and you are not a participant in the HRA Plan and do not have an HRA Account.

As set forth in the attached Notice, pursuant to the Settlement Agreement, the initial \$15 million component of the Settlement, net of Attorneys’ Fees and Costs and necessary Administrative Expenses, will be allocated to the HRA Accounts of certain Class Members who are Senior Performers (and their age 65+ spouses, if applicable) and Surviving Spouses, or otherwise paid in cash. In addition, the second monetary component of the Settlement will provide for additional allocations to the HRA Accounts of Qualifying Senior Performers (as defined in the Settlement Agreement) for up to eight years, from 2023 through 2030. A Qualifying Senior Performer who does not have an HRA Account will not receive this second component of monetary relief under the Settlement.

The purpose of this HRA Notice is to advise you that you have the opportunity to become a participant in the HRA Plan in order to receive settlement allocations to which you may be entitled in your HRA Account. Attached to this HRA Notice is a form you can complete and send back to the Settlement Administrator (A.B. Data, Ltd.) within 60 days of the date on this notice indicating your intention to become a participant in the HRA Plan.

With respect to the initial allocation of the \$15 million (net of Attorneys’ Fees and Costs and Administrative Expenses), your allocation will be paid to you in cash if you do not notify the Plan of your intention to become a participant in the HRA Plan by the above deadline, or you notify the Plan of your intention and then fail to become a participant in the HRA Plan by May 1, 2024 regardless of the reason. Similarly, if you are a Qualifying Senior Performer and you do not become a participant in the HRA Plan and have an HRA Account by May 1, 2024, you will not receive any allocation of the additional HRA allocation for 2023. In subsequent years, Qualifying Senior Performers must be a participant in the HRA Plan with an HRA Account by January 1 of the relevant year to receive an additional allocation.

Keep in mind that in order to become a participant in the HRA Plan, you must have obtained a group Medicare Advantage Plan that has been approved by the Plan Administrator, or an individual health insurance policy (either a Medicare Advantage plan or a Medigap policy) through Via Benefits, unless you provide evidence that you have such a group Medicare Advantage Plan or an

individual health insurance policy (either a Medicare Advantage plan or a Medigap policy) through Entertainment Health Insurance Solutions or Actors Health Insurance Resource Center; have retiree coverage under another group health plan; have health coverage under TRICARE; or reside outside the United States, in addition to completing applicable enrollment forms. Enrolling in a group Medicare Advantage plan or an individual Medicare Advantage or Medigap insurance policy through these channels will require you to enroll in Medicare and to pay the required premiums.

There are also only limited periods during which a person can enroll in Medicare that depend on your current health coverage as well as other factors. Everyone's circumstances are different. You are therefore encouraged to contact Medicare and review your options with respect to the timing of your possible enrollment in Medicare and the amount of your Medicare premiums in order to make an informed choice about enrolling in the HRA Plan to receive any allocations under the Settlement Agreement to which you may be entitled. And you should also keep in mind that it can take on average up to 60 days for your Medicare enrollment to become effective and that you must have that Medicare enrollment before you can become a participant in the HRA Plan.

If you are enrolled in another group health plan as an employee or the spouse of an employee and are receiving active coverage, you will not be able to become a participant in the HRA Plan.

If you have any questions about this HRA Notice or about the Settlement, you may contact the following lawyers who have been appointed as Lead Class Counsel and you will not be charged:

Steven A. Schwartz
SAS@chimicles.com
**CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP**
361 West Lancaster Avenue
Haverford, PA 19041
(610) 642-8500

Robert J. Kriner, Jr.
RJK@chimicles.com
**CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP**
2711 Centerville Road, Suite 201
Wilmington, DE 19808
(302) 656-2500

EXHIBIT D

SAG-AFTRA Health Plan Senior Performers Health Reimbursement Account Plan

Senior Performer's Notice of Intent to Become a Participant in the HRA Plan

Senior Performer's Name: _____

Address: _____

Social Security Number: _____

Pursuant to the Notice of Proposed Class Action Settlement and accompanying HRA Notice, I hereby give notice of my intent to enroll in the SAG-AFTRA Health Plan Senior Performers Health Reimbursement Account Plan (the "HRA Plan") in order to receive any share of the initial \$15 million settlement to which I may be entitled under the Settlement Agreement as an allocation to my HRA Account.

I understand that I must actually become a participant in the HRA Plan and have an HRA Account by May 1, 2024 in order for the allocation to be made to the HRA Account. If I do not have an HRA Account by May 1, 2024, any share of the initial settlement component will be paid to me in cash.

The requirements to become a participant in the HRA Plan are explained in the HRA Notice.

Send completed signed form to the address below no later than August 1, 2023:

**SAG-AFTRA Health Fund Settlement
c/o A.B. Data Ltd.
P.O. Box 173064
Milwaukee, WI 53217**