

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into between and among the Class Representatives, all Settlement Class Members, and the Defendants.

1. Article 1 - Recitals

- 1.1** On February 26, 2007, Kim Nolte, Sherry Lewis, Theresa Mitchell along with Lori MacMaster and Karin Reece (who joined the suit at a later point) (together “Class Representatives”) filed a Complaint (2:07-CV-02046-HAB-DGB) against Cigna Corporation, John Arko, The Corporate Benefit Plan Committee of Cigna, Connecticut General Life Ins. Co., TimesSquare Capital Management, Inc., Cigna Investments, Inc., and later added Prudential Retirement Insurance and Annuity Company (“PRIAC”) (collectively “Defendants”), in the United States District Court for the Central District of Illinois as representatives of a purported class asserting various breaches of fiduciary duty and prohibited transactions and for relief under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Defendants dispute all claims. Among other claims, Class Representatives specifically alleged that Defendants violated ERISA by causing the Cigna 401(k) Plan (“Plan”) to pay excessive fees, causing the Plan to engage in prohibited transactions, and receiving improper benefits from the Plan as a result of Cigna’s sale of its retirement business to Prudential. Together, the Class Representatives, Settlement Class and Defendants will be referred to as the “Settling Parties.” The case referenced in this paragraph will be referred to as the “Class Action.”
- 1.2** During the course of litigation, Plaintiffs have filed five operative complaints, the latest being the operative Fourth Amended Complaint. Defendants filed multiple motions to dismiss, motions for judgment on the pleadings, and motions for summary judgment. Plaintiffs opposed all of Defendants’ dispositive motions.
- 1.3** During discovery, the Settling Parties exchanged almost a million pages of documents and Defendants allowed Plaintiffs to inspect an additional several millions of pages of documents. The Settling Parties completed 28 depositions, including expert depositions. Over their objection, Defendants were ordered to produce all documents that were subject to claims of privilege, even though the District Court declined to determine the claims of privilege beforehand, pursuant to an order under which all such claims of privilege were preserved. The Settling Parties acknowledge and agree that the validity of each of Defendants’ claims of privilege over these produced documents has not been finally determined by the Court.
- 1.4** Class Representatives filed a Motion for Class Certification on August 12, 2011, which Defendants opposed. The Court heard argument on the issue on October 20, 2011.
- 1.5** On November 14, 2011 in the Eastern District of Pennsylvania, Cigna filed a motion to enforce a prior settlement agreement in *In re Cigna Corp. ERISA Litigation*, Case No. 03-CV-714 (“*In re Cigna*”). Cigna alleged that most of the Class Representatives and many members of the Settlement Class were barred from litigating claims resolved by the

settlement agreement in *In re Cigna*. Class Representatives intervened in *In re Cigna* and disagreed that the claims in this Class Action were contemplated or covered by the release in the prior case.

- 1.6 The Eastern District of Pennsylvania denied Cigna's motion to enforce. Cigna appealed the denial to the Third Circuit. The appeal remains unresolved.
- 1.7 On July 21, 2011, the Settling Parties engaged in their first mediation with the Mediator in Atlanta, GA. This mediation was unsuccessful.
- 1.8 On April 1, 2013, the Settling Parties conducted a second, all-day mediation before the Mediator in St. Louis, MO. After that mediation, negotiations continued for several weeks among the Settling Parties until the execution of this Settlement Agreement.
- 1.9 The Class Representatives and Class Counsel consider it desirable and in the Settlement Class Members' best interests that Class Representatives' claims raised in this case against Defendants be settled on behalf of the Class Representatives and the Settlement Class upon the terms set forth below. The Class Representatives and Class Counsel have concluded that such terms are fair, reasonable, and adequate and that this Settlement will result in benefits to the Settlement Class.
- 1.10 Defendants deny liability to Plaintiffs, deny all allegations of wrongdoing made in connection with the Lawsuit, and deny that the Class Representatives, Settlement Class or Plan suffered any losses. Defendants deny that some or all of them were fiduciaries under ERISA or were acting as ERISA fiduciaries at the time of the events complained of, and to the extent that any of them were or were acting as fiduciaries, deny that any breach of fiduciary duty occurred with respect to the Plan. Defendants further contend that they acted prudently at all times and in all respects with regard to the Plan, that they complied with their duty of loyalty to the Plan, and that they did not engage in self-dealing or transactions prohibited under ERISA. Defendants contend that the sale of TimesSquare Capital Management, Inc. and Cigna's Retirement and Investment Services business did not violate ERISA or any other law. Defendants also contend that some or all of the claims set forth in each of the five complaints are barred in whole or in part by the statute of limitations for breach of fiduciary duty claims found in ERISA § 413 (29 U.S.C. § 1113). Defendants further contend that some or all of them are immunized from liability from some or all of the alleged claims by ERISA § 404(c) (29 U.S.C. § 1104(c)).
- 1.11 The Settling Parties have concluded that it is desirable that the Class Action be finally settled upon the terms and conditions set forth in this Settlement Agreement.
- 1.12 Therefore, the Settling Parties, in consideration of the promises, covenants and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows.

2. **Article 2 - Definitions**

As used in this Settlement Agreement and the Exhibits hereto (as listed in Paragraph 12.17), unless otherwise defined, the following terms have the meanings specified below:

- 2.1** “Administrative Expenses” means all expenses incurred at any time in the administration of this Settlement Agreement, including, without limitation, (a) all fees, expenses and costs associated with providing the Settlement Notices to the Settlement Class; (b) related tax expenses (including taxes and tax expenses as described in Paragraph 5.3); (c) all expenses and costs associated with the distribution of funds pursuant to the Plan of Allocation, except any fees of the Plan’s recordkeeper associated with distribution of funds pursuant to the Plan of Allocation and gathering data necessary to prepare the Plan of Allocation unless permitted in Paragraph 3.4; (d) all fees and expenses of the Independent Fiduciary, Independent Monitor, Independent Consultants, Settlement Administrator and Escrow Agent; (e) all fees, expenses and costs associated with providing CAFA notices. Administrative Expenses shall be paid from the Gross Settlement Amount. In no event may Defendants’ routine and ordinary internal expenses that are unrelated to the Settlement, or the Settling Parties’ respective legal expenses, be included in the definition of Administrative Expenses. The Settling Parties are responsible for their own costs, including attorneys’ fees and litigation costs associated with the execution of the settlement. After the Court issues the Preliminary Order and before the Settlement Effective Date, the Settling Parties shall agree on a reasonable contingency reserve for payment of the Independent Consultants’ fees. Any Independent Consultant fees above this reserve may be paid by the Plan, including from any reversion as described in Section 10.2.11.
- 2.2** “Active Account” means an individual investment account in the Plan with a balance greater than \$0.
- 2.3** “Alternate Payee” means a person other than a Plan participant or Beneficiary who is entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order.
- 2.4** “Attorneys’ Fees and Costs” means the amount awarded by the Court as compensation for the services provided by Class Counsel. The amount of Attorneys’ Fees for Class Counsel shall not exceed \$11,666,667, which shall be recovered from the Gross Settlement Amount. Class Counsel will also seek reimbursement for all litigation costs and expenses, not to exceed \$1,200,000, which also shall be recovered from the Gross Settlement Amount.
- 2.5** “Authorized Former Participant” means a Former Participant who has submitted a completed, satisfactory Former Participant Claim Form by the Claims Deadline set by the Court in the Preliminary Order, and whose Former Participant Claim Form is accepted by the Settlement Administrator.
- 2.6** “Beneficiary” means a person who currently is entitled to receive a benefit under the Plan that is derivative of the interest of a Plan participant, other than an Alternate Payee. A Beneficiary includes, but is not limited to, a spouse, surviving spouse, domestic partner or child who is currently entitled to a benefit.
- 2.7** “CAFA” shall mean the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715.

- 2.8** “Claims Deadline” means the date that is no later than thirty (30) calendar days before the Fairness Hearing.
- 2.9** “Class Action” means *Nolte v. Cigna, et al* Case No: 2:07-CV-02046-HAB-DGB in the United States District Court for the Central District of Illinois.
- 2.10** “Class Counsel” means Schlichter, Bogard & Denton, 100 S. Fourth St., Ste. 900, St. Louis, Missouri, 63102.
- 2.11** “Class Period” means the period from April 1, 1999 through May 31, 2013.
- 2.12** “Class Representatives’ Compensation” means an amount to be determined by the Court, but not to exceed \$25,000 for each Class Representative, which shall be paid from the Gross Settlement Amount.
- 2.13** “Confidentiality Order” means the Protective Order signed by the Court in the Class Action on March 25, 2010.
- 2.14** “Court” means the United States District Court for the Central District of Illinois.
- 2.15** “Court of Appeals” means the United States Court of Appeals for the Seventh Circuit.
- 2.16** “Current Participant” means a person who participated in the Plan during the Class Period and on May 31, 2013 had an Active Account.
- 2.17** “Defendants” means Cigna Corporation, John Arko, The Corporate Benefit Plans Committee of Cigna, Connecticut General Life Ins. Co., TimesSquare Capital Management, Inc., Cigna Investments, Inc., and PRIAC.
- 2.18** “Defense Counsel” means counsel for Defendants Cigna Corporation and the other Cigna-related defendants (Morgan, Lewis & Bockius) and counsel for PRIAC (O’Melveny & Myers LLP).
- 2.19** “Escrow Agent” means U.S. Bank & Trust or another entity that is mutually agreed to by the Settling Parties.
- 2.20** “Fairness Hearing” means the hearing scheduled by the Court to consider (a) any objections from the Settlement Class to the Settlement Agreement, (b) Class Counsel’s Petition for Attorneys’ Fees and Costs and Class Representatives’ Compensation, and (c) whether to finally approve the Settlement pursuant to Fed. R. Civ. P. 23.
- 2.21** “Final Order” means the order and final judgment approving the Settlement Agreement and finally implementing the terms of this Settlement Agreement, and dismissing the Class Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as an exhibit hereto.
- 2.22** “Final” means with respect to any judicial ruling, order or judgment, that the period for any motions for reconsideration, rehearing, appeals, petitions for certiorari, or the like

(“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur or modification of any judicial ruling, order or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand.

- 2.23** “Former Participant” is a person who participated in the Plan during the Class Period and on May 31, 2013 did not have an Active Account.
- 2.24** “Former Participant Claim Form” means the form described in 3.5.2 and substantially in the form attached as Exhibit 1.
- 2.25** “Gross Settlement Amount” means the sum of thirty-five million dollars (\$35,000,000), contributed to the Qualified Settlement Fund pursuant to Paragraph 5.4. The Defendants’ respective shares of the Gross Settlement Amount shall not be disclosed to any of the Settling Parties and shall remain confidential. The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiffs, and Class Counsel made on behalf of Defendants in connection with the Settlement effectuated through this Settlement Agreement.
- 2.26** “Independent Consultant” means the consultant or consultants selected by Cigna Defendants to perform the work specified in Section 10.2.2 and 10.2.4.
- 2.27** “Independent Fiduciary” means Evercore Trust Company or another independent fiduciary, who is a fiduciary to the Plan that has no relationship to or interest in any of the Settling Parties and is mutually agreed to by the Settling Parties.
- 2.28** “Independent Monitor” means Evercore Trust Company, or another independent fiduciary, who is a fiduciary to the Plan that has no relationship to or interest in any of the Settling Parties and is mutually agreed to by the Settling Parties. The Independent Monitor’s service is limited to the Settlement Period defined below.
- 2.29** “Manager of Retirement Plans” means Jim Wolf, Plan Administrator, or any successor Plan Administrator.
- 2.30** “Mediator” means Hunter Hughes, Rogers & Hardin, 2700 International Tower, Peachtree Center, 229 Peachtree Street, NE, Atlanta, Georgia 30303 or, if he is unavailable, another mediator mutually agreed-upon by the Settling Parties.
- 2.31** “Net Settlement Amount” means the Gross Settlement Amount minus all Attorneys’ Fees and Costs paid to Class Counsel; all Administrative Expenses paid; and a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date but before the end of the Settlement Period, and (3) an amount estimated for adjustments of data or calculation errors.

- 2.32** “Plaintiffs” means the Class Representatives and the Settlement Class Members.
- 2.33** “Plan” means the Cigna 401(k) Plan.
- 2.34** “Plan of Allocation” means the methodology for allocating and distributing the Net Settlement Amount pursuant to Article 6 below.
- 2.35** “Plan Fiduciary” means the Plan’s Administrator and/or Named Fiduciary.
- 2.36** “Plan Sponsor” means Cigna Corporation.
- 2.37** “Preliminary Order” means the order proposed by the Settling Parties and approved by the Court in connection with the Motion for Entry of the Preliminary Order to be filed by Class Representatives through Class Counsel, in substantially the form attached hereto as Exhibit 2.
- 2.38** “Qualified Settlement Fund” or “Settlement Fund” means the interest-bearing, settlement fund account established and maintained by the Escrow Agent pursuant to Article 5 hereof and referred to as Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1) .
- 2.39** “Released Parties” means (a) each Defendant, (b) each Defendant’s past, present and future parent corporation(s), and (c) each Defendant’s past, present and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, and (d) with respect to (a) through (d) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), administrators, service providers, consultants, subcontractors, officers, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, controlling shareholders, accountants, auditors, advisors, consultants, trustees, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them.
- 2.40** “Released Claims” means any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, whether arising under local, state, or federal law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual, representative, or any other capacity, whether involving legal equitable, injunctive, declarative, or any other type of relief (including, without limitation, indemnification or contribution), whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that have been, could have been, or could be brought by or on behalf of any of the Plaintiffs in any litigation against the Settling Parties or any of them, that:
- 2.40.1** Were asserted in the Class Action, or that might have been asserted in the Class Action, arising under ERISA, or any other local, state, or federal statute or law

(or any rule or regulation associated therewith or promulgated thereunder) or the common law, that arise out of, relate to, or are based on any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions or occurrences that are, were, or could have been alleged in, or otherwise related in any way to the Class Action;

- 2.40.2** Relate to: (1) the selection, oversight, or performance of the Plan’s investment options (excluding the Cigna Stock Fund) and service providers; (2) all fees, costs or expenses charged to, paid or reimbursed by the Plan; (3) disclosures or failures to disclose fees and expenses associated with the Plan; (4) disclosures or failures to disclose relationships among Plan Fiduciaries, Plan service providers, and Plan investment managers; (5) the capture or failure to capture additional income for the Plan; (6) allowing other employee benefit plans to profit at the expense of the Plan; (7) engaging in self-dealing or prohibited transactions; (8) collecting compensation based on a percentage of total assets; (9) the sale of TimesSquare Capital Management, Inc., or Cigna’s Retirement and Investment Services business; or (10) use of a general account (as opposed to separate account or synthetic GIC) structure for the Fixed Income Fund investment option;
- 2.40.3** Would be barred by the principle of *res judicata* had the claims asserted or that could have been asserted in the Class Action been fully litigated and resulted in a final judgment; or
- 2.40.4** Relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to the Plan or any member of the Settlement Class pursuant to the Plan of Allocation;
- 2.40.5** Seek attorneys’ fees, costs and expenses; or
- 2.40.6** Relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.
- 2.41** “Settlement” refers to the agreement embodied in this Settlement Agreement and its Exhibits and pursuant to the Final Approval Order.
- 2.42** “Settlement Administrator” means Rust Consulting, Inc. who is an independent contractor.
- 2.43** “Settlement Agreement Execution Date” means that date on which the final signature is affixed to this Settlement Agreement.
- 2.44** “Settlement Class Members” means all individuals in the Settlement Class as certified by the Court.
- 2.45** “Settlement Class” means all persons who participated in the Plan at any time during the Class Period, including the Beneficiary of a deceased person who participated in the Plan at any time during the Class Period, and/or, Alternate Payees, in the case of a person

subject to a Qualified Domestic Relations Order who participated in the Plan at any time during the Class Period. Defendants are excluded from the Settlement Class.

- 2.46 “Settlement Effective Date” means the date on which the Final Order has become Final, provided that by such date none of the events in Article 11 have occurred.
- 2.47 “Settlement Notice” means the Notices of Class Action Settlement and Fairness Hearing to be mailed by first class mail to Settlement Class Members identified by the Settlement Administrator following the Court’s issuance of the Preliminary Order, in substantially the form attached hereto as Exhibits 3 and 4. The Settlement Notice shall also inform Settlement Class Members of a Fairness Hearing to be held before the Court, on a date to be determined by the Court, at which any Settlement Class Member satisfying the conditions set forth in the Preliminary Order and the Settlement Notice may be heard regarding the terms of the Settlement Agreement and the petition of Class Counsel for award of Attorneys’ Fees and Costs, for payment of and reserve for Administrative Expenses, and for Class Representatives’ Compensation. The Settlement Notice shall inform Former Participants of the Claims Deadline by which they must file a completed Former Participant Claim Form in order to be eligible for a distribution pursuant to the Plan of Allocation.
- 2.48 “Settlement Period” means the period of time that begins on the Settlement Effective Date and ends three years after the Settlement Effective Date.
- 2.49 “Settlement Website” means the Internet site established pursuant to Paragraph 12.2.
- 2.50 “Settling Parties” means the Defendants and the Class Representatives, on behalf of themselves and each of the Settlement Class Members.

3. Article 3 – Review and Approval by Independent Fiduciary, Preliminary Settlement Approval, and Notice to the Settlement Class

- 3.1 The Independent Fiduciary shall be retained by the Settling Parties to determine whether to approve and authorize the settlement of Released Claims on behalf of the Plan. All fees and expenses associated with the Independent Fiduciary will constitute Administrative Expenses. The Manager of Retirement Plans, Defense Counsel, and Class Counsel shall provide the Independent Fiduciary with sufficient information so that the Independent Fiduciary can review the Settlement Agreement. The Independent Fiduciary shall notify the Plan Fiduciary of its determination in writing (with copies to Class Counsel and Defense Counsel), which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing. The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption (“PTE”) 2003-39 in making its determination, for the purpose of the Plan Fiduciary’s reliance on PTE 2003-39. Within seven (7) business days of receipt of the notification from the Independent Fiduciary, the Plan Fiduciary shall review the determination by the Independent Fiduciary and conclude whether the Independent Fiduciary has made the determinations required by the PTE, and shall notify Class Counsel and Defense Counsel in writing of its conclusion in that regard.

- 3.2** Class Representatives, through Class Counsel, shall file with the Court motions seeking preliminary approval of this Settlement Agreement, for certification of the Settlement Class, and entry of the Preliminary Order in substantially the form attached hereto as Exhibit 2. Defendants will promptly thereafter file a statement of non-opposition to these motions. The Preliminary Order to be presented to the Court, as to the Class Action, shall, among other things:
- 3.2.1** Adopt the definition of the class for settlement purposes only pursuant to Fed. R. Civ. P. 23(b)(1);
 - 3.2.2** Designate the Class Representatives as representatives of the Settlement Class;
 - 3.2.3** Designate Class Counsel as counsel for the Settlement Class;
 - 3.2.4** Approve the text of the Settlement Notice for mailing to Settlement Class Members identified by the Settlement Administrator to notify them of the Fairness Hearing and the Former Participant Claim Form;
 - 3.2.5** Cause the Settlement Administrator to mail by first class mail the Settlement Notice to each Settlement Class Member identified by the Settlement Administrator, and the Former Participant Claim Form to each Former Participant identified by the Settlement Administrator based upon the data provided by the Plan's recordkeeper;
 - 3.2.6** Determine that pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Settlement Notice constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice of the hearing and of the rights of all Settlement Class Members, complying fully with the requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, and any other applicable law;
 - 3.2.7** Provide that, pending final determination of whether the Settlement Agreement should be approved, no Settlement Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against the Defendants, the Released Parties or the Plan;
 - 3.2.8** Set the Fairness Hearing for no sooner than one hundred (100) calendar days after the date the Motion for Entry of the Preliminary Order is filed, in order to determine whether (i) the Court should approve the Settlement as fair, reasonable and adequate, (ii) the Court should enter the Final Order, and (iii) the Court should approve the application for Attorneys' Fees and Costs, Class Representatives' Compensation, and Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;
 - 3.2.9** Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been validly filed

with the Clerk of the Court, Class Counsel and Defense Counsel. To be validly filed, the Objection and any Notice of Intent to Appear or supporting documents must be filed within forty (40) calendar days of the initial mailing of class notices. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intention to appear within the time limitation set forth above;

- 3.2.10** Provide that any party may file a response to an objection by a Settlement Class Member, if such a response is filed at least ten (10) business days before the Fairness Hearing;
 - 3.2.11** Set a deadline of no later than fifteen (15) calendar days before the Fairness Hearing by which each Former Participant must file a Former Participant Claim Form with the Settlement Administrator in order to be considered for a distribution pursuant to the Plan of Allocation; and
 - 3.2.12** Provide that the Fairness Hearing may, without further direct notice to the Settlement Class, other than by notice to Class Counsel, be adjourned or continued by order of the Court.
- 3.3** The Settling Parties agree that if the Settlement Agreement is terminated for any reason (i) any class certification order shall be vacated and (ii) no statement or action of any of the Settling Parties with respect to class certification will be relied upon in connection with any further proceedings with respect to class certification and no such statement or action will be construed as an admission that a class should be or continue to be certified for litigation purposes.
- 3.4** Defense Counsel, in coordination with the Manager of Retirement Plans, shall timely respond to written requests, including by e-mail, from the Settlement Administrator for readily accessible data that are reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation. Defendant PRIAC shall not be required to engage in the preparation of computer programs to manipulate the Plan's electronic records, or otherwise to incur programming expenses, to facilitate administration of the Settlement, whether at the request of the Settlement Administrator or otherwise. However, if Defendants engage a third party to perform such work at the Settlement Administrator's request, the actual and reasonable expenses of that third party shall be Administrative Expenses.

When provided, such data shall be used to deliver the Class Notice and to implement the Settlement, including the Plan of Allocation, and for no other purpose. The Settlement Administrator shall not use or disclose any information provided under this Paragraph 3.4 to any third party except as necessary to comply with the terms of the Preliminary Order or the Final Order. The Settlement Administrator shall use Social Security numbers solely for the purpose of updating last known addresses of Settlement Class Members for mailing of the Settlement Notice and Former Participant Claim Form, verifying identities of Settlement Class Members, processing of claims, and complying with applicable tax laws, and for no other purpose. Class Counsel and the Settlement Administrator shall treat all information provided under this Paragraph 3.4 as "Confidential" pursuant to the

Confidentiality Order and in accordance with all applicable laws. The Settlement Administrator shall be bound by the terms of the Confidentiality Order.

3.5 By the date and in the manner set by the Court in the Preliminary Order, and unless otherwise set forth below, the Settlement Administrator shall:

3.5.1 Cause to be mailed to each Settlement Class Member identified by the Settlement Administrator a Settlement Notice in a form and manner to be approved by the Court, which shall be in substantially the forms attached hereto as Exhibits 3 and 4. These materials shall be sent by first-class mail, postage prepaid, to the last known address of each Settlement Class Member provided by the Manager of Retirement Plans through Defense Counsel, unless an updated address is obtained by the Settlement Administrator through its efforts to verify last known addresses provided by the Manager of Retirement Plans. Class Counsel shall also post a copy of the Settlement Notice on the Settlement Website. The Settlement Administrator shall use reasonable efforts to locate any Settlement Class Member whose Settlement Notice is returned and re-mail such notice one additional time. The Settlement Administrator shall provide any updated Settlement Class Member addresses it obtains to Cigna and PRIAC.

3.5.2 Cause the Former Participant Claim Form, which shall be in substantially the form attached as Exhibit 1, to be included with the Settlement Notice that is mailed to the Former Participants.

3.5.3 Shall have prepared and provided CAFA notices to the Attorney General of the United States, the Secretary of the Department of Labor, and the Attorneys General of all states in which members of the Settlement Class reside, as specified by 28 U.S.C. § 1715, within ten (10) calendar days of Named Plaintiffs' filing of the Settlement Agreement and proposed Preliminary Order. Subject to Court approval, the costs of such notice shall be paid from the Qualified Settlement Fund, and shall be considered Administrative Expenses.

4. Article 4 – Final Settlement Approval

4.1 No later than ten (10) business days before the Fairness Hearing, Class Counsel and Defense Counsel shall submit to the Court a mutually agreed upon motion for entry of the Final Order (Exhibit 6), which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Order in accord with this Settlement Agreement. The Final Order as proposed by the Settling Parties shall provide for the following, among other things as necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

4.1.1 Approval of the class settlement of the claims covered by this Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable and adequate to the Plan and the Settlement Class, and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;

- 4.1.2** A determination pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure that the Settlement Notice constituted the best notice practicable under the circumstances, and that due and sufficient notice of the Fairness Hearing and the rights of all Settlement Class Members has been provided;
- 4.1.3** Dismissal with prejudice of the Class Action and all claims asserted therein whether asserted by Class Representatives on their own behalf or on behalf of the Settlement Class, or derivatively to secure relief for the Plan, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;
- 4.1.4** That each member of the Settlement Class and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors and assigns, shall be (i) conclusively deemed to have, and by operation of the Final Order shall have, fully, finally and forever settled, released, relinquished, waived and discharged Defendants, the Plan, and the Released Parties from all Released Claims, and (ii) barred from suing Defendants, the Plan or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Settlement Class Members have executed and delivered a Former Participant Claim Form, whether or not such Settlement Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Settlement Class Members have been approved or allowed;
- 4.1.5** That the Plan and each member of the Settlement Class (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors and assigns) on behalf of the Plan shall be (i) conclusively deemed to have, and by operation of the Final Order shall have, fully, finally and forever settled, released, relinquished, waived and discharged Defendants and the Released Parties from all Released Claims, and (ii) barred from suing Defendants or the Released Parties in any action or proceeding alleging any of the Released Claims, even if the Plan or any member of the Settlement Class on behalf of the Plan may thereafter discover facts in addition to or different from those which the Plan or any member of the Settlement Class on behalf of the Plan now knows or believes to be true with respect to the Class Action and the Released Claims;
- 4.1.6** That each member of the Settlement Class shall hold harmless Defendants, Defense Counsel, the Released Parties, and the Plan for any claims, liabilities, attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;

- 4.1.7 That all relevant requirements of the Class Action Fairness Act have been satisfied;
- 4.1.8 That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Authorized Former Participant;
- 4.1.9 That, with respect to payments or distributions to Authorized Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion;
- 4.1.10 That, with respect any matters that arise concerning the implementation of distributions to Current Participants (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan's Administrator pursuant to the applicable law and governing Plan terms;
- 4.1.11 That at a reasonable date following the issuance of all settlement payments to Settlement Class Members, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment and the amount of such payment;
- 4.2 The Final Order shall provide that upon its entry all Settlement Class Members and the Plan shall be bound by the Settlement Agreement and by the Final Order.
- 4.3 The Cigna Defendants agree to dismiss the *In re Cigna* appeal pending before the Third Circuit Court of Appeals, Appellate Case No. 12-4150, within 14 days after the Settlement Effective Date. Each of the Settling Parties is responsible for its own attorneys' fees and litigation costs associated with *In re Cigna* and the appeal of the Eastern District of Pennsylvania's order denying the motion to enforce. The Settling Parties agree to cooperate in making all filings or appearances necessary to adjourn this appeal, including the oral argument, pending this Settlement.

5. Article 5 – Establishment of Qualified Settlement Fund

- 5.1 The Escrow Agent shall establish an escrow account within two (2) business days after entry of the Preliminary Order. The Settling Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 5.1, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

- 5.2** For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such returns as well as the election described in Paragraph 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (as defined in Paragraph 5.3 below) (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be paid out of the Gross Settlement Amount as provided in Paragraph 5.3 hereof.
- 5.3** Taxes and tax expenses are Administrative Expenses to be paid out of the Gross Settlement Fund, including but not limited to: (1) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Amount, including any taxes or tax detriments that may be imposed upon Defendants or Defense Counsel with respect to any income earned by the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (2) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 5). In no event shall the Defendants or their counsel or Class Counsel have liability or responsibility for such taxes or the tax expenses. Such taxes and tax expenses shall be Administrative Expenses and shall be timely paid by the Escrow Agent out of the Gross Settlement Amount without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Settlement Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither Defendants, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.
- 5.4** Within fourteen (14) business days after entry of the Preliminary Order, Defendants will deposit the Gross Settlement Amount into the Qualified Settlement Fund.
- 5.5** The Escrow Agent shall invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Qualified Settlement Fund shall be borne by the Qualified Settlement Fund.
- 5.6** The Escrow Agent shall not disburse the Qualified Settlement Fund or any portion thereof except as provided in this Settlement Agreement, in an order of the Court, or a

subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

- 5.7** Within ninety (90) calendar days after the Settlement Effective Date, the Gross Settlement Amount will be distributed from the Qualified Settlement Fund as follows: First, all Attorneys' Fees and costs shall be paid to Class Counsel within three (3) business days after the Settlement Effective Date. Second, all Administrative Expenses not previously paid shall be promptly paid. Third, a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties shall be set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date but before the end of the Settlement Period, and (3) an amount estimated for adjustments of data or calculation errors. Fourth, the Net Settlement Amount will be distributed pursuant to the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, such account shall be invested by the Escrow Agent subject to the limitations set forth in this Settlement Agreement.
- 5.8** The Escrow Agent is solely responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund and for all tax reporting and withholding obligations, if any, for amounts distributed from it. Defendants, Defense Counsel, and/or Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.
- 5.9** No later than February 15 of the year following the calendar year in which Defendants make a transfer to the Qualified Settlement Fund pursuant to the terms of this Article 5, Defendants shall timely furnish a statement to the Escrow Agent that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B3(e)(2)(ii), and shall attach a copy of the statement to their federal income tax returns filed for the taxable year in which Defendants make a transfer to the Qualified Settlement Fund.

6. Article 6 – Plan of Allocation

- 6.1** After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed to the Authorized Former Participants and to the Master Trust for distribution to the Current Participants in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.
- 6.2** In order to be eligible for a distribution from the Net Settlement Amount, a person must be a Current Participant or Authorized Former Participant or the Beneficiary or Alternate Payee of such a person. Current Participants shall receive their settlement payments as contributions to their Plan accounts as described in this Article 6 unless, as of the date of the settlement payments, they no longer have an account in the Plan. Authorized Former

Participants shall receive their settlement payments in the form of checks as described in this Article 6.

- 6.3** Beneficiaries will receive checks as described in this Article 6, in amounts corresponding to their entitlement as beneficiaries of the Current Participant or Authorized Former Participant with respect to which the payment is made. Alternate Payees will receive checks if and to the extent they are entitled to receive a portion of a Current Participant or Authorized Former Participant's allocation under this Article 6 pursuant to the terms of the applicable Qualified Domestic Relations Order. The Settlement Administrator shall have sole and final discretion to determine the amounts to be paid to Beneficiaries and Alternate Payees.
- 6.4** To facilitate administration, the Net Settlement Amount shall be apportioned among four groups of Class Members, or "Bands." The Net Settlement Amount will be distributed between these Bands, and Current Participant or Authorized Former Participants will be assigned to a Band, based upon the number of points accumulated by each Current Participant or Authorized Former Participant. For each Current Participant or Authorized Former Participant who had an Active Account at any time after April 1, 1999, the Settlement Administrator will credit each one as follows:
- 6.4.1** 1 point for each quarter between the second quarter of 1999 and the fourth quarter of 2000 (inclusive) a Class Member had an Active Account in the Plan
- 6.4.2** 4 points for each quarter between the first quarter of 2000 and the first quarter of 2004 (inclusive) a Class Member had an Active Account in the Plan
- 6.4.3** 2 point for each quarter between the second quarter of 2004 and the second quarter of 2007 (inclusive) a Class Member had an Active Account in the Plan
- 6.4.4** 1 point for each quarter between the third quarter of 2007 and the second quarter of 2013 (inclusive until May 31, 2013) a Class Member had an Active Account in the Plan
- 6.4.5** 1 additional point for each quarter between the first quarter of 2001 and the second quarter of 2007 (inclusive) a Class Member had a positive balance in the Plan's Income Fund.
- 6.5** The Current Participants and Authorized Former Participants will then be grouped into four Bands. Band 4 will consist of approximately the quartile of individuals with the greatest number of points, Band 3 will consist of approximately the quartile of individuals with the second greatest number of points, Band 2 will consist of approximately the quartile of individuals with the third greatest number of points, and Band 1 will consist of approximately the quartile of individuals with the least number of points

- 6.6** The Net Settlement Amount shall be allocated to the settlement Bands approximately as follows:
- 10% to Band 1; 20% to Band 2; 30% to Band 3 and 40% to Band 4. The amount allocated to each Band shall then be divided by the total number of Current Participants or Authorized Former Participants in that Band. The resulting amount will be paid to each Current Participant and Authorized Former Participant assigned to such Band, according to the methodology set forth in this Article 6.
- 6.7** Current Participants will not be required to submit a Former Participant Claim Form in order to receive a settlement payment. The Settlement Administrator shall complete all payment calculations for all Current Participants and Authorized Former Participants within twenty (20) business days after the Settlement Effective Date. Within two (2) business days after the Settlement Administrator has completed all payment calculations for all Current Participants, the Settlement Administrator will provide the Manager of Retirement Plans with an Excel spreadsheet containing the name, Social Security number and the amount of the settlement payment for each of the Current Participants. Thereafter, within ten (10) business days' written notice to the Manager of Retirement Plans, the Settlement Administrator shall effect a transfer from the Qualified Settlement Fund to the Master Trust of the aggregate amount of all settlement payments payable to Current Participants. The Manager of Retirement Plans shall direct the Plan's recordkeeper to credit the individual account of each Current Participant in an amount equal to that stated on the spreadsheet provided by the Settlement Administrator in relation to such Current Participant. The settlement payment for each Current Participant will be invested in accordance with such Current Participant's investment elections then on file. If there is no investment election on file for any Current Participant, then such Current Participant shall be deemed to have directed such payment to be invested in the Plan's "Qualified Default Investment Alternative," as defined 29 C.F.R. § 2550.404c-5. The settlement payment will be reflected in the Current Participant's Plan account as additional earnings. The Plan's recordkeeper shall process all Current Participant transactions within thirty (30) calendar days of receiving direction from the Manager of Retirement Plans for any Current Participant. The Plan will be amended, to the extent necessary, to reflect the settlement allocation to Current Participants' accounts in accordance with this Article 6.
- 6.8** If, as of the date when distributions pursuant to this Settlement Agreement are made, a Current Participant no longer has an Active Account, he or she will be treated as an Authorized Former Participant for purposes of the settlement distribution only and will receive his or her payment from the Settlement Administrator in one settlement check as described in Paragraph 6.9 or a supplemental rollover payment if such Current Participant had elected a rollover between May 31, 2013 and the date upon which distributions are made pursuant this Settlement Agreement. A Current Participant who no longer has an Active Account on the date of his or her Settlement distribution need not complete a Former Participant Claim Form. Settlement payments that cannot be made by the Plan's recordkeeper within thirty (30) calendar days of receiving direction from the Manager of Retirement Plans under Paragraph 6.7 because the class member no longer has an Active

Account shall be returned by the recordkeeper to the Settlement Administrator for distribution under this Paragraph 6.8 within ten (10) calendar days thereafter.

- 6.9** For each Authorized Former Participant, the Settlement Administrator will issue a single check from the Qualified Settlement Fund and mail it to the address of such Authorized Former Participant listed in his or her Former Participant Claim Form or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means. The Settlement Administrator shall advise Authorized Former Participants that any distribution pursuant to the Settlement is rollover eligible and of their right to rollover such an amount. The Settlement Administrator shall follow proper rollover instructions provided by an Authorized Former Participant. The Settlement Administrator shall: (i) calculate and withhold any applicable taxes from settlement payments to Authorized Former Participants; (ii) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (iii) issue appropriate tax forms to the Authorized Former Participants.
- 6.10** This Plan of Allocation is based upon preliminary data regarding the Settlement Class Members who may be entitled to settlement payments. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Settling Parties will promptly modify the terms of this Plan of Allocation and present such modified terms first to the Independent Fiduciary for its review and approval, and second, to the Court for its approval. Direct mailed notice to Settlement Class Members of such proposed modification of the Plan of Allocation shall not be required. However, notice of such proposed modification shall be posted on the Settlement Website, within five (5) business days of the date that the proposed modification is submitted to the Court for its approval. If the proposed modification is implemented, notice of such modification shall be posted on the Settlement Website within five (5) business days of the date that the modification was implemented.

The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

- 6.11** Within ten (10) business days of completing all aspects of this Plan of Allocation, the Settlement Administrator shall send to Class Counsel, Defense Counsel, and Defendants one or more affidavits stating the following: (a) the name of each Settlement Class Member to whom the Settlement Administrator sent the Settlement Notice or the Former Participant Claim Form; (b) the date(s) upon which the Settlement Administrator sent the Settlement Notice or the Former Participant Claim Form; (c) the name of each Settlement Class Member whose Settlement Notice or Former Participant Claim Form was returned as undeliverable; (d) the efforts made by the Settlement Administrator to find the correct address and to deliver the Settlement Notice or Former Participant Claim Form for each such Settlement Class Member; and (e) the name of each Settlement Class Member to whom the Settlement Administrator made a distribution from the Net Settlement Amount, together with the amount of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable.

- 6.12** The Settling Parties acknowledge that any payments to Settlement Class Members or their attorneys may be subject to applicable tax laws. Except as required by law, Defendants, Defense Counsel, Class Counsel, and Class Representatives will provide no tax advice to the Settlement Class Members and make no representation regarding the tax consequences of any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be considered to be wages by the Settling Parties.
- 6.13** Each Settlement Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state or local taxes resulting from or attributable to the payment received by such person. Each Settlement Class Member shall hold Defendants, Defense Counsel, Class Counsel and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold Defendants, Defense Counsel, Class Counsel and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.
- 6.14** All checks issued pursuant to this Plan of Allocation shall expire no later than one hundred twenty (120) calendar days after their issue date. All checks that are undelivered or are not cashed before their expiration date shall revert to the Qualified Settlement Fund.
- 6.15** No sooner than thirty (30) calendar days following the end of the Settlement Period, any Net Settlement Amount remaining in the Qualified Settlement Fund shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the Plan's participants.

7. Article 7 – Attorneys' Fees and Costs

- 7.1** Class Counsel will seek to recover Attorneys' Fees and Costs from the Gross Settlement Amount. Class Counsel will file a motion for an award of Attorneys' Fees and Costs at least thirty (30) days before the deadline set in the Preliminary Order for objections to the proposed settlement, which may be supplemented thereafter. Defendants will take no position with the Court regarding Class Counsel's request for Attorneys' Fees and Costs, to the extent it does not exceed the amounts set forth in paragraph 2.4.

8. Article 8 – Release and Covenant Not to Sue

- 8.1** As of the Settlement Effective Date, the Plan, subject to Independent Fiduciary approval in §§ 3.1, 10.1, and the Settlement Class Members and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors and assigns, shall be deemed to have

fully, finally and forever settled, released, relinquished, waived and discharged Defendants, the Plan and all Released Parties from the Released Claims, whether or not such Settlement Class Members have executed and delivered a Former Participant Claim Form, whether or not such Settlement Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Settlement Class Members have been approved or allowed.

- 8.2** As of the Settlement Effective Date, the Settlement Class Members and the Plan, subject to Independent Fiduciary approval in §§ 3.1, 10.1, expressly agree that they, acting individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including an IRS determination letter proceeding, a Department of Labor proceeding, or a proceeding before any state insurance department or commission, based on the Released Claims). Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement.
- 8.3** Class Counsel, the Settlement Class Members, or the Plan, may hereafter discover facts in addition to or different from those which they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with Defendants, the Plan and the Released Parties or the decision to release, relinquish, waive, and discharge the Released Claims, or might have affected the decision of a Settlement Class Member not to object to the Settlement. Notwithstanding the foregoing, each Settlement Class Member and the Plan shall expressly, upon the entry of the Final Order, be deemed to have, and by operation of the Final Order, shall have, fully, finally and forever settled, released, relinquished, waived and discharged any and all Released Claims. The Settlement Class Members and the Plan acknowledge and shall be deemed by operation of the Final Order to have acknowledged that the foregoing waiver was separately bargained for and a key element of the Settlement.
- 8.4** Each Settlement Class Member and the Plan, hereby stipulates and agrees with respect to any and all Released Claims that, upon the entry of the Final Order, the Settlement Class Members shall be conclusively deemed to, and by operation of the Final Order shall settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation, Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Also, the Settlement Class Members with respect to the Released Claims shall, upon the entry of the Final Order, waive any and all provisions, rights and benefits conferred by any law of any State or territory of the United States or any foreign country, or any

principle of common law, which are similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

9. Article 9 – Representations and Warranties

9.1 The Settling Parties represent:

9.1.1 That they are voluntarily entering into this Settlement Agreement as a result of arm’s length negotiations among their counsel, and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;

9.1.2 That they assume the risk of mistake as to facts or law;

9.1.3 That they recognize that additional evidence may have come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement;

9.1.4 That they have carefully read the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each individual executing this Settlement Agreement on behalf of each of the Settling Parties; and

9.1.5 That they have made such investigation of the facts pertaining to the Settlement and all matters pertaining thereto, as they deem necessary.

9.2 Each individual executing this Settlement Agreement on behalf of a Settling Party does hereby personally represent and warrant to the other Settling Parties that he/she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.

10. Article 10 – Affirmative Relief During the Settlement Period

10.1 The Settling Parties agree that an Independent Fiduciary must determine that the settlement meets the requirements of Prohibited Transaction Class Exemption (“PTE”) 2003-39.. The Settling Parties shall agree on the selection of the Independent Fiduciary.

10.2 The Settling Parties further agree that, during the Settlement Period:

10.2.1 Cigna Defendants and Class Counsel will select an Independent Monitor to determine whether the obligations set forth in Section 10.2.2-11 have been fulfilled. The Independent Monitor’s review will be limited to review of: (1) the Independent Consultant’s recommendation and the Plan fiduciaries’ decision with respect to the Fixed Income Fund as described in Section 10.2.2; (2) the RFP, RFP responses, the Independent Consultant’s recommendation, and the Plan fiduciaries’ decision with respect to the recordkeeping RFP described in

Section 10.2.4; and (3) a list of the Plan's investment options. The Independent Monitor will report to Class Counsel and to Defendants only if it believes that, based on its review of the Affirmative Relief information, that Defendants have materially failed to comply with any of the Affirmative Relief provisions of Section 10.2.2-11 or ERISA. Costs of the Independent Monitor will be considered Administrative Expenses to be paid from the Gross Settlement Amount.

- 10.2.2** Cigna Defendants agree to engage an Independent Consultant who has specific expertise with stable value investments. Within one year of the Settlement Effective Date, the Independent Consultant will evaluate and make recommendations regarding the investment structure of the Fixed Income Fund, including, but not limited to, considering a general account investment versus a separate account or synthetic GIC model. Further, during that time, the Independent Consultant will advise the Plan Fiduciaries in considering a Request For Proposal (RFP) for stable value investment managers, wrap providers, or other necessary services for the Fixed Income Fund. Should the Plan's Fiduciaries conclude an RFP is necessary, they will utilize the Independent Consultant for both developing and completing the RFP before the end of the Settlement Period. At all times the Plan Fiduciaries will act solely in the interest of plan participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable expenses. Costs associated with this Independent Consultant will be considered Administrative Expenses to be paid from the Gross Settlement Amount.
- 10.2.3** No fiduciary or service provider shall be permitted to give "investment advice," as that term is used in ERISA and in ERISA regulations, to the Plan Fiduciaries for the purpose of selecting, maintaining, or deselecting Plan investment options that are advised by that fiduciary or service provider or by entities affiliated with that fiduciary or service provider. Notwithstanding the foregoing, fiduciaries and service providers may identify available investment products and managers (including products sponsored by or managers affiliated with the fiduciary or service provider) for the Plan and may also provide performance or other reporting services as to all Plan investment options. Consistent with the above, nothing in this provision will be construed to prevent PRIAC from reporting information concerning the performance of Plan investment options (to the extent it remains the Plan's service provider), and nothing shall prevent the Plan from using such information, or like information pursuant to similar evaluation and reporting products from any other selected service provider.
- 10.2.4** Within one year of the Settlement Effective Date, Cigna Defendants will complete an RFP competitive bidding process for recordkeeping services, requesting bids from at least three recordkeepers (including PRIAC, if the Plan fiduciaries choose) currently serving 401(k) plans with assets exceeding \$1 billion dollars. Following such process, and after obtaining a recommendation from an Independent Consultant concerning whom to select, the Plan's fiduciaries shall select a recordkeeper. The Settling Parties expressly agree that

Plan fiduciaries are under no obligation, as a result of this competitive bidding process, to select a new recordkeeping service if the Plan Fiduciaries acting solely in the interest of plan participants and beneficiaries for the exclusive purpose of providing benefits and defraying reasonable expenses conclude that retaining PRIAC is prudent in light of the relevant factors (such as cost, service level, disruption to participants, etc.). The Settling Parties further agree that any transition costs properly chargeable to the Plan (e.g., costs of setting up Plan payroll feeds) may be included in the recordkeeping fee quotes and paid by the Plan (unless covered or waived by the selected service provider).

- 10.2.5** Plan Fiduciaries shall not have a direct material ownership interest in any service provider to the Plan, including providers of investment management services. For purposes of this paragraph, “material” shall mean ownership of or control over more than 5% of the voting stock of an entity. Nothing in this provision shall prevent Plan Fiduciaries from having an indirect ownership interest in any Plan service provider in any amount through pooled investment vehicles (e.g., a mutual fund or ETF).
- 10.2.6** Defendants will not permit the Plans to offer retail mutual fund investment options or separately managed accounts which invest in retail mutual funds. Retail mutual funds are defined as mutual funds available to retail investors with either no minimum investment level or a minimum investment level that does not exceed \$50,000.
- 10.2.7** Defendants will not offer any investment options advised by Cigna or a Cigna subsidiary in the Plan. Notwithstanding the foregoing, nothing in the Settlement Agreement shall prohibit the Plan from continuing to offer the Cigna Stock Fund.
- 10.2.8** In connection with the RFP referenced above in Section 10.2.4, Defendants agree to evaluate the pricing of investment management and recordkeeping services separately (i.e. to obtain unbundled pricing). At all times the Plan Fiduciaries will act solely in the interest of plan participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable expenses.
- 10.2.9** The Plan Fiduciaries will make a good faith effort to understand the fees paid by the Plan to service providers for investment management, recordkeeping and trustee services as well as other services occasionally needed by the Plan during the RFP process. Plan Fiduciaries will request a breakdown of bundled fees, including wrap fees, subadvisory fees, etc. as relevant. At all times the Plan Fiduciaries will act solely in the interest of plan participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable expenses.

10.2.10 Plan Fiduciaries will contract with service providers to obtain Participant Statements that comply with all applicable DOL participant disclosure regulations.

10.2.11 Any portion of the Settlement Fund remaining after distributions, including attorneys' fees, costs and taxes, shall be paid to the Plan. In no event shall any part of the Settlement Fund be used to reimburse any Defendant or otherwise to offset settlement-related costs incurred by any Defendant, except as to the third-party expenses described above and as would be appropriately chargeable to the Plan in an RFP. Nothing in this paragraph prohibits Cigna from paying for the Plan's administrative expenses and obtaining reimbursement from Plan's assets. Any costs paid in this manner shall be stated in any required disclosures or reporting as costs paid by the Plan, not costs paid by Cigna. The Settling Parties expressly agree that any practice of paying expenses on behalf of the Plan and then being reimbursed may continue. The Settling Parties further agree that, to the extent PRIAC is retained as a plan service provider following the RFP described above, nothing in this agreement shall prohibit the use of Plan assets to pay PRIAC's fees for providing services to the Plan.

11. Article 11 – Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

11.1 The Settlement Agreement shall be terminated, be deemed null and void, and have no further force or effect if:

11.1.1 Pursuant to Paragraph 3.1, (a) the Independent Fiduciary does not approve the Settlement Agreement, or disapproves the Settlement Agreement for any reason whatsoever, or (b) the Plan Fiduciaries reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by the PTE; and (c) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by the PTE;

11.1.2 The Preliminary Order and the Final Order are not entered by the Court in the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties;

11.1.3 This Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever;

11.1.4 The Preliminary Order or Final Order is finally reversed on appeal, or is modified on appeal and the Settling Parties do not mutually agree to any such modifications.

11.2 Any of the Defendants may terminate this Settlement Agreement if, before the Settlement Effective Date, the United States Department of Labor files any objection to the Settlement Agreement or the Settlement in any court, commences an investigation concerning any of the Released Claims, brings a claim against any or all of the Released

Parties relating to any of the Released Claims, or notifies any of the Released Parties that it intends to commence such an investigation or to file such a claim or that it otherwise disapproves of or opposes this Settlement Agreement, provided such disapproval, objection, investigation or filing of such a claim cannot be resolved in a satisfactory way despite good faith efforts by Defendants and Class Counsel to do so.

- 11.3 If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Class Action and the claims asserted by Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement; any Settlement Class certified shall be decertified. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants.
- 11.4 It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees (including litigation costs and expenses) and/or Class Representatives' Compensation.
- 11.5 In the event that the Settlement Agreement is terminated, Class Representatives, on the one hand, and Defendants, on the other hand, shall evenly split and pay for all Administrative Expenses incurred prior to the termination.
- 11.6 CAFA Notice will be timely served on the appropriate officials.

12. Article 12 – Public Comments Regarding the Class Action or Settlement Agreement

- 12.1 The Settling Parties and their counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Class Action and this Settlement Agreement, except that they may discuss the negotiations with the Settlement Class Members, the Independent Fiduciary, and the Settling Parties' tax advisors, provided in each case that they secure agreements with such individuals or entities that such information shall not be further disclosed.
- 12.2 Class Counsel will establish a Settlement Website on which it will post the following documents or links to the following documents on or following the date of the Preliminary Order: Operative Complaint, this Settlement Agreement and its Exhibits, Settlement Notice, Former Participants' Claim Form, Class Representatives' Motion for Attorneys' Fees and costs and Award of Compensation to Class Representatives, any Court orders related to settlement, and any other documents or information mutually agreed upon by the Settling Parties. No other information or documents will be posted on this website unless agreed to by the Settling Parties in writing. Class Counsel will take down the Settlement Website within ninety (90) calendar days after the Settlement Effective Date.
- 12.3 Public statements regarding the Settlement:
 - 12.3.1 The Settling Parties and their counsel are not prohibited from discussing the facts of the case, the handling of the case, or the relief obtained with attorneys involved in the Class Action, the Court, the Court of Appeals, Settlement Class

Members or beneficiaries or their representatives, or any experts who provide opinions in the Class Action regarding reasonableness of attorneys' fees.

- 12.3.2** All necessary disclosures may be made on financial statements; to accountants and auditors; in public filings; and to government regulatory agencies or their representatives in response to direct inquiries or as otherwise required by law; and to any local, state, or federal taxing authority.
 - 12.3.3** Nothing in this Settlement Agreement restricts Class Counsel's ability to discuss the Class Action with Settlement Class Members or Beneficiaries to the extent necessary to represent them in connection with this Settlement Agreement.
 - 12.3.4** Nothing in this Settlement Agreement restricts Defendants' ability to discuss the Class Action, the Settlement, and/or the Settlement Agreement with Released Parties.
- 12.4** The Settling Parties and Class Counsel further agree that they each will not at any time publicly disparage or encourage or induce others to publicly disparage any of the Settling or Released Parties or disparage them in writing.

13. Article 13 – General Provisions

- 13.1** The undersigned counsel, on behalf of themselves and the Settling Parties, agree to cooperate fully with each other in seeking Court approvals of the Preliminary Order and the Final Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement at least three (3) business days in advance of filing.
- 13.2** Within thirty (30) days after the Settlement Effective Date, the Settling Parties shall either return to the producing parties, or destroy, all documents produced in discovery under a claim of confidentiality pursuant to the Confidentiality Order, including but not limited to documents produced under a claim of privilege. Each Settling Party shall serve a written notice to each producing party certifying that the Settling Party has carried out the obligations imposed by this Paragraph 13.2. The Settling Parties, Class Counsel, and Defense Counsel agree that at all times they will honor the requirements of the Confidentiality Order, notwithstanding Settlement of the Action.
- 13.3** This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of Defendants of fiduciary status under ERISA or of any wrongdoing, fault, or liability whatsoever by any of Defendants, or give rise to any inference of fiduciary status under ERISA or of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding, and Defendants expressly deny and disclaim any such wrongdoing, fault, or liability, and deny each and every claim asserted in the Class Action. This Settlement Agreement, whether or not consummated, and any negotiations or

proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual.

- 13.4** Neither the Settling Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (ii) the determination of the Independent Fiduciary; (iii) the management, investment, or distribution of the Qualified Settlement Fund; (iv) the Plan of Allocation as approved by the Court; (v) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (vi) any losses suffered by, or fluctuations in the value of the Qualified Settlement Fund; or (vii) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to any act, omission or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.
- 13.5** Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of Plaintiffs and Settlement Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request.
- 13.6** This Settlement Agreement shall be interpreted, construed and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Illinois law.
- 13.7** Class Counsel, Defense Counsel, and the Settling Parties agree that any and all disputes concerning compliance with the Settlement Agreement, with the exception of any and all disputes concerning compliance with Article 8, shall be exclusively resolved as follows:
- 13.7.1** If Class Counsel, Defense Counsel, or a Settling Party has reason to believe that a legitimate dispute exists concerning the Settlement Agreement, other than any and all disputes concerning compliance with Article 8, the party raising the dispute shall first promptly give written notice under the Settlement Agreement to the other party including in such notice: (a) a reference to all specific provisions of the Settlement Agreement that are involved; (b) a statement of the alleged non-compliance; (c) a statement of the remedial action sought; and (d) a brief statement of the specific facts, circumstances, and any other arguments supporting the position of the party raising the dispute;
- 13.7.2** Within twenty (20) days after receiving the notice described in sub- Paragraph 13.7.1, the receiving party shall respond in writing with its position and the facts and arguments it relies on in support of its position;

- 13.7.3** For a period of not more than twenty (20) days following mailing of the response described in sub-Paragraph 13.7.2, the Settling Parties shall undertake good-faith negotiations, including meeting in person or conferring by telephone, to attempt to resolve the dispute;
- 13.7.4** If the dispute is not resolved during the period described in sub-Paragraph 13.7.3, the parties shall conduct a mediation of the dispute with the Mediator on the earliest reasonably practicable date; provided, however, that the scope of such mediation shall be expressly limited to the dispute;
- 13.7.5** Within 30 days after the conclusion of the Mediator's attempt to resolve the dispute (the date of the conclusion of the mediation shall be determined by agreement of the parties or by the Mediator), if the dispute persists, the Settling Parties shall arbitrate the dispute. The Mediator shall serve as arbitrator.
- 13.7.6** The Settling Parties intend to resolve any disputes quickly, expeditiously, and inexpensively. Accordingly, there shall be no discovery allowed in connection with mediation or arbitration pursuant to this Paragraph 13.7, and no witnesses shall be presented or examined during the mediation or arbitration except that if the Mediator acting as arbitrator, in his sole discretion, should determine that a limited number of documents or witnesses are necessary to resolve the dispute, he may order their production or testimony. The Mediator acting as the arbitrator will make his decision based solely on the papers and arguments of counsel presented to him.
- 13.7.7** If the Mediator acting as the arbitrator finds that a party has not complied with the Settlement Agreement as asserted, the sole remedy that the Mediator acting as the Arbitrator may impose is the issuance of an order requiring the offending party to cure such non-compliance.
- 13.7.8** In any arbitration or mediation under this Paragraph 13.7, each party shall bear its own fees and costs. The Mediator acting as the Arbitrator shall have no discretion or authority to award reasonable attorneys' fees and costs to the prevailing party.
- 13.7.9** The Mediator acting as the arbitrator shall issue a written determination, including findings of fact, if requested by any party.
- 13.7.10** Under no circumstances shall the Mediator acting as the arbitrator have authority to consider any disputes or order any remedy other than as expressly set forth in this Paragraph 13.7. The arbitrator's order may be enforced under federal law governing arbitration awards.
- 13.8** The Settling Parties agree that the Central District of Illinois has personal jurisdiction over the Settlement Class under ERISA and shall maintain that jurisdiction for purposes of resolving any disputes concerning compliance with Article 8. Any motion or action to enforce Article 8 of this Settlement Agreement – including by way of injunction – may be filed in the U.S. District Court for the Central District of Illinois, and/or asserted by

way of an affirmative defense or counterclaim in response to any action that is asserted to violate Article 8.

- 13.9** The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or e-mail attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.
- 13.10** Each party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement, and that this Settlement Agreement has been explained to that party by his, her, or its counsel.
- 13.11** The headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles or Paragraphs they caption. References to a person are also to the person's permitted successors and assigns, except as otherwise provided herein. Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but shall be deemed to be followed by the words "without limitation."
- 13.12** Before entry of the Preliminary Approval Order and approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.
- 13.13** This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties and no representations, warranties or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and its Exhibits.
- 13.14** The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

- 13.15** The provisions of this Settlement Agreement are not severable.
- 13.16** All of the covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No party is relying on any oral representations or oral agreements.
- 13.17** All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit 1 – Former Participant Claim Form; Exhibit 2 – Preliminary Order; Exhibit 3 – Notice of Class Action Settlement and Fairness Hearing to Current Participants; Exhibit 4 – Notice of Class Action Settlement and Fairness Hearing to Former Participants; Exhibit 5 -- Press Release; and Exhibit 6 -- Final Order.
- 13.18** No provision of the Settlement Agreement or of the Exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.
- 13.19** Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier:

IF TO THE CLASS REPRESENTATIVES:

Jerome J. Schlichter (jschlichter@uselaws.com)
Troy Doles (tdoles@uselaws.com)
Heather Lea (hlea@uselaws.com)
Mark G. Boyko (mboyko@uselaws.com)
Kurt Struckhoff (kstruckhoff@uselaws.com)
SCHLICHTER, BOGARD & DENTON
100 S. Fourth St., Ste. 900
St. Louis, Missouri 63102
Tel: (314) 621-6115
Fax: (314) 621-7151

IF TO DEFENDANTS:

Brian D. Boyle (bboyle@omm.com)
O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, D.C. 20006
Tel: (202) 383-5327
Fax: (202) 383-5414
Counsel to PRIAC

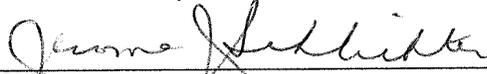
Azeez Hayne (ahayne@morganlewis.com)
1701 Market Street

Philadelphia, PA 19103
Tel: (215) 963-5426
Fax: (215) 963-5001
Counsel to the Cigna Defendants

PLAINTIFFS Kim Nolte, Sherry Lewis, Theresa Mitchell, Lori MacMaster and Karin Reece,
Individually and as Representatives of the Settlement Class

Dated: June 17, 2013

SCHLICHTER, BOGARD & DENTON



Jerome J. Schlichter (0545143)
Troy Doles
Heather Lea
Mark G. Boyko
Kurt Struckhoff
100 South Fourth Street, Suite 900
St. Louis, MO 63102
Telephone.: (314) 621-6115
Facsimile: (314) 621-7151

Attorneys for Plaintiffs and Class Representatives

DEFENDANTS

Dated: _____

For Prudential Retirement Insurance and Annuity
Company:

Christine C. Mareks, President of PRIAC

Philadelphia, PA 19103
Tel: (215) 963-5426
Fax: (215) 963-5001
Counsel to the Cigna Defendants

PLAINTIFFS Kim Nolte, Sherry Lewis, Theresa Mitchell, Lori MacMaster and Karin Reece,
Individually and as Representatives of the Settlement Class

Dated: _____

SCHLICHTER, BOGARD & DENTON

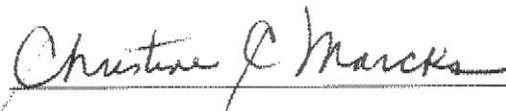
Jerome J. Schlichter (0545143)
Troy Doles
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Mark G. Boyko
Kurt Struckhoff
100 South Fourth Street, Suite 900
St. Louis, MO 63102
Telephone.: (314) 621-6115
Facsimile: (314) 621-7151

Attorneys for Plaintiffs and Class Representatives

DEFENDANTS

Dated: June 17, 2013

For Prudential Retirement Insurance and Annuity
Company:



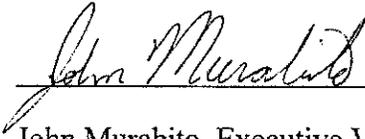
Christine C. Marcks, President of PRIAC

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Dated: 06-17-13

For Cigna Corp.



A handwritten signature in cursive script, reading "John Murabito", is written over a horizontal line.

John Murabito, Executive Vice President, Human
Resources & Services



Kim Nolte, et al. v. CIGNA, et al.
Case No. 07-cv-2046

FORMER PARTICIPANT CLAIM FORM

This Former Participant Claim Form is ONLY for Settlement Class Members who are Former Participants, or the beneficiaries, alternate payees or attorneys-in-fact of Former Participants (all of whom will be treated as Former Participants). A Former Participant is a Settlement Class Member who no longer had Active Accounts as of May 31, 2013.

This form must be completed, signed and received by the Settlement Administrator no later than _____, 2013 in order for you to receive your share of the Settlement proceeds. Former Participants who do not complete and timely return this form will not receive any Settlement payment. Please review the instructions below carefully. If you have questions regarding this Claim Form, you may contact the Settlement Administrator as indicated below

PLEASE ALSO BE SURE TO REVIEW THE IMPORTANT SPECIAL TAX NOTICE REGARDING DIRECT SETTLEMENT PAYMENTS TO SETTLEMENT CLASS MEMBERS FOUND AT THE END OF THE CLASS NOTICE.

INSTRUCTIONS FOR COMPLETING FORMER PARTICIPANT CLAIM FORM

1. Complete this claim form and keep a copy of all pages of your Former Participant Claim Form, including page 1 with the address label, for your records.
2. Mail your completed Former Participant Claim Form to the following address so that it is received by the Settlement Administrator no later than _____: CIGNA ERISA Settlement Administrator, C/O [ADDRESS PROVIDED BY ADMINISTRATOR]. It is your responsibility to ensure the Settlement Administrator has timely received your Former Participant Claim Form.
3. Other Reminders:
 - a. You must provide date of birth, signature and a completed Substitute IRS Form W-9.
 - b. If you desire to do a rollover and you do not complete in full the rollover information in Part 2 Payment Election of the Settlement Distribution Form, payment will be made to the participant.
 - c. If you change your address after sending in your Former Participant Claim Form, please send your new address to the Settlement Administrator.
 - d. Timing Of Payments To Eligible Settlement Class Members: Please note that Settlement payments are subject to the Settlement Agreement's receiving final Court approval. If the Settlement Agreement is approved and if you are entitled to a Settlement payment under the terms of the Settlement, such payments will be distributed no earlier than ____ due to the need to process and verify information for all Settlement Class Members who are entitled to a payment and to compute the amount of each payment. Payments may be further delayed if any appeals are filed.
4. Questions? If you have any questions about this Former Participant Claim Form, please call the Settlement Administrator at 1-888-xxxxxxx. The Settlement Administrator will provide advice only regarding completing this form and will not provide financial, tax or other advice concerning the Settlement. You therefore may want to consult with your financial or tax advisor. Information about the status of the approval of the Settlement, the Settlement administration and claim processing is available on the lawsuit website, www.Cigna401ksettlement.com.

Participant Address Block

SETTLEMENT DISTRIBUTION FORM

You will be receiving a payment from a class action settlement. The court has approved that class settlement of the lawsuit called *Kim Nolte, et al. v. CIGNA, et al., Case Nos. 07-CV-2046*. That settlement provides allocation of monies to the individual accounts of members of the Class who had accounts with a positive balance ("Active Account") in the CIGNA 401(k) Plan as of XXXXXX, 2013 ("Current Participants"). Members of the Class who are entitled to a distribution but who no longer had Active Accounts as of XXXXX, 2013 ("Former Participants") will receive their allocation in the form of a check if and only if they submit a valid Claim Form received by the Settlement Administrator by XXXXXX 99, 2013. For more information about the settlement, please see WWW.CIGNA401KSETTLEMENT.COM, or call 1-888-XXXXXX.

Because you are a former participant (or beneficiary of a former participant) in the Plan, you must decide whether you want your payment sent (1) payable to you directly or (2) to be rolled over into another eligible retirement plan or into an individual retirement account ("IRA"). To make that choice, please complete and return this Settlement Distribution Form, so that it is received by the Settlement Administrator by XXXXXX 99, 2013. If you do not indicate a payment election, your payment will be sent payable to you directly.

PART 1: PARTICIPANT INFORMATION

Last Name	First Name	MI
-----------	------------	----

Mailing Address

City	State	Zip
()	()	
Home Phone	Work Phone or Cell Phone	
	/ /	
Social Security Number	Date of Birth	

E-mail address

PART 2. PAYMENT ELECTION

<input type="checkbox"/> Payment to Self – A check will be mailed to you.	<input type="checkbox"/> Direct Rollover – Complete Rollover Information section: <input type="checkbox"/> Direct Rollover to an Eligible Plan: <input type="checkbox"/> Governmental 457(b) <input type="checkbox"/> 401(a)/ 401(k) <input type="checkbox"/> 403(b) <input type="checkbox"/> Direct Rollover to a Traditional IRA <input type="checkbox"/> Direct Rollover to a Roth IRA (subject to ordinary income tax)
---	--

Rollover Information:

 Company or Trustee's Name (to whom the check should be made payable)

 Company or Trustee's Mailing Address

 Company or Trustee's City

 State

 Zip

 Account Number

() _____
 Company or Trustee's Phone Number

PART 3: SIGNATURE AND CONSENT

UNDER PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORMER PARTICIPANT CLAIM FORM IS TRUE, CORRECT AND COMPLETE AND THAT I SIGNED THIS FORMER PARTICIPANT CLAIM FORM.

 Participant Signature

 Date (Required)

- Check here if you are the surviving spouse or other beneficiary, alternate payee under a qualified domestic relations order (QDRO), or attorney-in-fact for the Former Participant. The Settlement Administrator will contact you with further instructions.
- Check here if you were a Former Participant, but did not receive a Notice of Class Action Settlement in the mail. This may be because you were a participant in the plan only for a brief period.

PART 4: SUBSTITUTE IRS FORM W-9

TAXPAYER IDENTIFICATION NUMBER

Enter Your Social Security Number:

□	□	□	-	□	□	-	□	□	□	□
---	---	---	---	---	---	---	---	---	---	---

CERTIFICATION

Under penalties of perjury, I certify that:

1. The Social Security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. Person (including a U.S. resident alien).

W-9 Signature: _____

W-9 Date: ____ / ____ / ____

Note: if you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION

KIM NOLTE, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	Cause No: 2:07-CV-02046-HAB-DGB
)	
CIGNA CORPORATION, <i>et al.</i> ,)	
)	
Defendants.)	

[PROPOSED] MEMORANDUM AND ORDER

BAKER, Judge:

This litigation involves claims for alleged breaches of fiduciary duties and prohibited transactions in violation of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, 29 U.S.C. § 1001 et seq., with respect to the 401(k) plan sponsored by Cigna Corporation (“the Plan”). Plaintiffs allege that Defendants violated their duties under ERISA by, *inter alia*, profiting from the investment options and service providers selected for the Plan and offering imprudent funds as investment options. Defendants have denied and continue to deny the claims and contentions of the Class Representatives, that they are liable at all to the Class, and that the Settlement Class or the Plan have suffered any harm or damage for which Defendants could be held responsible.

The parties seek preliminary approval of a settlement of these claims against all Defendants (the “Settlement”). The terms of the settlement are set out in a Class Action Settlement Agreement dated June 17, 2013 (the “Settlement Agreement”) (Doc. ____), executed by the parties and their counsel.

The Court has considered the proposed settlement and whether to certify a

class for settlement purposes and authorize notice to members of the Settlement Class. Having reviewed the Settlement Agreement, the motion papers, and conducted a hearing in open Court on _____, it is **ORDERED** as follows.

1. **Class Findings:** Solely for the purposes of the Settlement, the Court finds that the requirements of Rule 23 of the Federal Rules of Civil Procedure have been met as to the “Settlement Class” defined below, in that:

A. All findings in this Section 1 are based on the submissions to the Court, including the Settlement Agreement. These findings are not based upon any admissions, representations, assertions, or arguments by the Defendants that a class can, should, or would be certified in the Action, and these findings are made while preserving the Defendants’ rights to argue, in the event that the settlement does not become final or is terminated pursuant to terms of the Settlement Agreement, that no class or that a different class or subclasses, can or should be certified in the Action.

B. The Court finds that, as required by Rule 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plan and from other objective criteria, and that the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable.

C. The Court finds that, as required by Rule 23(a)(2), there are one or more questions of fact and/or law common to the Settlement Class.

D. The Court finds that, as required by Rule 23(a)(3), the claims of the Class Representatives are typical of the claims of the Settlement Class.

E. The Court finds, as required by Rule 23(a)(4), that the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that:

i. The interests of Class Representatives and the nature of their alleged claims are consistent with those of the members of the Settlement Class;

ii. There appear to be no conflicts between or among the Class Representatives and the Settlement Class; and

iii. The Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting large, complex ERISA class actions.

F. The Court finds that, as required by Rule 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications as to individual members of the Settlement Class, would establish incompatible standards of conduct for Defendants, and that adjudication as to individual class members would, as a practical matter, be dispositive of the interest of the other members not parties to the adjudications, or substantially impair or impede those persons' ability to protect their interests.

G. The Court finds that, as required by Rule 23(g), the law firm Schlichter, Bogard & Denton, LLP, is capable of fairly and adequately representing the interests of the Settlement Class as Class Counsel. Class Counsel has done

extensive work identifying and investigating potential claims in the action, and has litigated the validity of those claims for over five years. Class Counsel is experienced in handling class actions and claims of the type asserted in the Action and Class Counsel is knowledgeable of the applicable law. Class Counsel has committed the necessary resources to represent the Settlement Class.

2. **Class Certification:** The Court certifies the following class for settlement purposes under Fed. R. Civ. P. 23(b)(1) in this litigation (the “Settlement Class”):

All persons who, at any time between April 1, 1999 and May 31, 2013, inclusive, had an account in the Cigna 401(k) Plan, as well as their beneficiaries, alternative payees or attorneys-in-fact who are or become entitled to any portion of such an account; provided, however, that the Class shall not include; (a) any Defendant, or member of the Investment Committee or the Administrative Committee between April 1, 1999, and May 31, 2013, and as to each person within the scope of clause (a), his/her immediate family members, beneficiaries, alternate payees or attorneys-in-fact.

3. **Appointment of Class Representatives and Class Counsel:** The Court appoints the Class Representatives to represent the Settlement Class, and Schlichter, Bogard & Denton, LLP, as Class Counsel pursuant to Fed. R. Civ. P. 23(e) and (g).

4. **Preliminary Findings Regarding Proposed Settlement:** The Court preliminarily finds that:

A. The proposed settlement resulted from extensive arm’s-length negotiations;

B. The Settlement Agreement was executed only after Class Counsel had conducted extensive pre-settlement motion practice and discovery, and

after negotiations had continued for several months, including in-person and telephonic conferences with a private mediator and extensive telephonic and email communications with and without a skilled mediator;

C. Class Counsel has concluded that the Settlement Agreement is fair, reasonable and adequate; and

D. The Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Settlement Class.

5. **Fairness Hearing:** A hearing is scheduled at the United States District Court for the Central District of Illinois, Judge Harold A. Baker presiding, at ___ p.m. on _____, 2013, (the “Fairness Hearing”) to determine, among other issues:

A. Whether the Settlement Agreement should be approved as fair, reasonable, and adequate;

B. Whether the notice, publication notice and notice methodology was performed as directed by this Court;

C. Whether the motion for attorneys’ fees and costs to be filed by Class Counsel should be approved;

D. Whether the motion for compensation to Class Representatives should be approved; and

E. Whether the Administrative Expenses specified in the Settlement Agreement and requested by the parties should be approved for payment from the Settlement Fund.

6. **Establishment of Qualified Settlement Fund:** A common fund is agreed to by the parties in the Settlement Agreement and is hereby established and shall be known as the *Nolte v. Cigna Corp.* Litigation Settlement Fund (the “Settlement Fund”). The Settlement Fund shall be a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468-1(a) promulgated under Section 468B of the Internal Revenue Code. The Settlement Fund shall consist of \$35,000,000.00 and any interest earned thereon. The Settlement Fund shall be administered as follows:

A. The Settlement Fund is established exclusively for the purposes of: (a) making distributions to eligible claimants pursuant to the claims process described in the Settlement Agreement; (b) making distributions to Class Representatives and Settlement Class Members as specified in the Settlement Agreement; (c) making payments for all settlement administration costs and costs of notice, including payments of all Administrative Expenses specified in the Settlement Agreement; (d) making payments of all Attorneys’ Fees and Costs to Class Counsel as awarded by the Court in this action; and (e) paying employment, withholding, income and other applicable taxes, all in accordance with the terms of the Settlement Agreement and this Order. Other than the payment of Administrative Expenses or as otherwise expressly provided in the Settlement Agreement, no distribution shall be made from the Settlement Fund until after the Settlement Effective Date.

B. Within the time period set forth in the Settlement Agreement,

Defendants shall cause \$35,000,000 to be deposited into the Settlement Fund.

C. The Settlement Fund shall be a single qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 *et seq.* Defendants shall timely furnish a statement to the Settlement Administrator that complies with Treasury Regulation § 1.468B-3(e)(2) (a “§ 1.468B-3 Statement”), which may be a combined statement under Treasury Regulation § 1.468B-3(e)(2)(ii), and shall attach a copy of the statement to their federal income tax returns filed for the taxable year in which Defendants make a transfer to the Settlement Fund.

D. Defendants shall have no withholding, reporting or tax reporting responsibilities with regard to the Settlement Fund or its distribution, except as otherwise specifically identified herein. Moreover, Defendants shall have no liability, obligation, or responsibility for administration of the Settlement Fund or the disbursement of any monies from the Settlement Fund except for: (1) their obligation to cause the Settlement Amount to be paid no later than the date specified above; and (2) their agreement to cooperate in providing information that is necessary for settlement administration set forth in the Settlement Agreement.

E. The oversight of the Settlement Fund is the responsibility of the Settlement Administrator. The status and powers of the Settlement Administrator are as defined by this Order.

F. The Settlement Amount caused to be paid by Defendants into the Settlement Fund pursuant to the Settlement Agreement, and all income generated by that Amount, shall be *in custodia legis* and immune from attachment,

execution, assignment, hypothecation, transfer or similar process by any person. Once the Settlement Fund vests, it is irrevocable during its term and Defendants have divested themselves of all right, title or interest, whether legal or equitable, in the Settlement Fund, if any; provided, however, in the event the Settlement Agreement is not approved by the Court or the Settlement set forth in the Settlement Agreement is terminated or fails to become effective in accordance with its terms (or, if following approval by this Court, such approval is reversed or modified), the Parties shall be restored to their respective positions in this Case as of the day prior to the Settlement Agreement Execution Date; the terms and provisions of the Settlement Agreement and this Order shall be void and have no force and effect and shall not be used in this Case or in any proceeding for any purpose; and the Settlement Fund and income earned thereon shall immediately be returned to the entity that funded the Settlement Fund. Further provided that, if the Settlement Agreement is terminated after Defendants have deposited the \$35,000,000, but prior to the Settlement Effective Date, the funds in Settlement Fund shall be disposed of as set forth in the Settlement Agreement.

G. The Settlement Administrator may make disbursements out of the Settlement Fund only in accordance with this Order or any additional Orders issued by the Court.

H. The Settlement Fund shall expire after the Settlement Administrator distributes all of the assets of the Settlement Fund in accordance with Article 6 of the Settlement Agreement, provided, however, that the Settlement

Fund shall not terminate until its liability for any and all government fees, fines, taxes, charges and excises of any kind, including income taxes, and any interest, penalties or additions to such amounts, are, in the Settlement Administrator's sole discretion, finally determined and all such amounts have been paid by the Settlement Fund.

I. The Settlement Fund shall be used to make payments to Settlement Class Members under the Plan of Allocation set forth in the Settlement Agreement. Individual payments to Settlement Class Members will be subject to tax withholding as required by law and as described in the Class Notice and its attachments. In addition, all Class Representatives Compensation, Administrative Expenses and all Attorneys' Fees and Costs of Class Counsel shall be paid from the Settlement Fund.

J. The Court and the Settlement Administrator recognize that there will be tax payments, withholding and reporting requirements in connection with the administration of the Settlement Fund. The Settlement Administrator shall, pursuant to the Settlement Agreement, determine, withhold, and pay over to the appropriate taxing authorities any taxes due with respect to any distribution from the Settlement Fund and shall make and file with the appropriate taxing authorities any reports or returns due with respect to any distributions from the Settlement Fund. The Settlement Administrator also shall determine and pay any income taxes owing with respect to the income earned by the Settlement Fund. Additionally, the Settlement Administrator shall file returns and reports with the

appropriate taxing authorities with respect to the payment and withholding of taxes.

K. The Settlement Administrator, in its discretion, may request expedited review and decision by the IRS or the applicable state or local taxing authorities, with regard to the correctness of the returns filed for the Settlement Fund and shall establish reserves to assure the availability of sufficient funds to meet the obligations of the Settlement Fund itself and the Settlement Administrator as fiduciaries of the Settlement Fund. Reserves may be established for taxes on the Settlement Fund income or on distributions.

L. The Settlement Administrator and Defendants shall provide to and exchange with each other such information as shall be reasonably necessary to file notices, reports and returns and to make timely determinations of withholding obligations.

M. The Settlement Administrator shall have all the necessary powers, and take all necessary ministerial steps, to effectuate the terms of the Settlement Agreement, including the payment of all distributions. Such powers include receiving and processing information from Former Participants pertaining to their claims and investing, allocating and distributing the Settlement Fund, and in general supervising the administration of the Settlement Agreement in accordance with its terms and this Order.

N. The Settlement Administrator shall keep detailed and accurate accounts of all investments, receipts, disbursements and other transactions of the

Settlement Fund. All accounts, books and records relating to the Settlement Fund shall be open for reasonable inspection by such persons or entities as the Court orders. Included in the Settlement Administrator's records shall be complete information regarding actions taken with respect to the award of any payments to any person; the nature and status of any payment from the Settlement Fund and other information which the Settlement Administrator considers relevant to showing that the Settlement Fund is being administered, and awards are being made, in accordance with the purposes of the Settlement Agreement, this Order, and any future orders that the Court may find it necessary to issue.

O. The Settlement Administrator may establish protective conditions concerning the disclosure of information maintained by the Settlement Administrator if publication of such information would violate any law, including rights to privacy. Any person entitled to such information who is denied access to the Settlement Fund's records may submit a request to the Court for such information. However, the Settlement Administrator shall supply such information to any claimant as may be reasonably necessary to allow him or her to accurately determine his or her federal, state and local tax liabilities. Such information shall be supplied in the form and manner prescribed by relevant law.

P. This Order will bind any successor Settlement Administrator. The successor Settlement Administrator(s) shall have, without further act on the part of anyone, all the duties, powers, functions, immunities, and discretion granted to the original Settlement Administrator. Any Settlement Administrator(s) who is

replaced (by reason other than death) shall execute all instruments, and do all acts, that may be necessary or that may be ordered or requested in writing by the Court or by any successor Settlement Administrator(s), to transfer administrative powers over the Settlement Fund to the successor Settlement Administrator(s). The appointment of a successor Settlement Administrator(s), if any, shall not under any circumstances require any Defendant to make any further payment of any nature into the Settlement Fund or otherwise.

7. **Class Notice:** The Settling Parties have presented to the Court proposed forms of Class Notice, which are appended hereto as Exhibits 1 and Exhibit 2, respectively.

A. The Court finds that the proposed forms and the website referenced in the Class Notice fairly and adequately:

- i. Describe the terms and effect of the Settlement Agreement and of the Settlement;
- ii. Notify the Settlement Class concerning the proposed Plan of Allocation;
- iii. Notify the Settlement Class that Class Counsel will seek compensation from the Settlement Fund for the Class Representatives, Attorneys' Fees and Costs;
- iv. Notify the Settlement Class that Administrative Expenses related to the implementation of the Settlement will be paid from the Settlement Fund;

v. Give notice to the Settlement Class of the time and place of the Fairness Hearing; and

vi. Describe how the recipients of the Class Notice may object to any of the relief requested.

B. The Settling Parties have proposed the following manner of communicating the notice to members of the Settlement Class, and the Court finds that such proposed manner is the best notice practicable under the circumstances, and directs that the Settlement Administrator shall by no later than 60 days before the Fairness Hearing, cause the Class Notice, with such non-substantive modifications thereto as may be agreed upon by the Settling Parties, to be mailed, by first-class mail, postage prepaid, to the last known address of each member of the Settlement Class who can be identified through commercially reasonable means. Defendants shall cooperate with the Settlement Administrator by providing, in electronic format, the names, addresses and social security numbers of members of the Settlement Class. The names, addresses, and Social Security numbers obtained pursuant to this Order shall be used solely for the purpose of providing notice of this settlement and as required for purposes of tax withholding and reporting, and for no other purpose.

C. For any Class Notice returned as undeliverable, the Settlement Administrator shall utilize the provided Social Security number to attempt to determine the current address of the Person and shall mail notice to that address.

D. At or before the Fairness Hearing, Class Counsel or the

Settlement Administrator shall file with the Court a proof of timely compliance with the foregoing requirements.

E. The Court directs Class Counsel, no later than 60 days before the Fairness Hearing, to cause the Class Notice to be published on the website identified in the Class Notice.

8. **Objections to Settlement:** Any member of the Settlement Class who wishes to object to the fairness, reasonableness or adequacy of the Settlement, to the Plan of Allocation, to any term of the Settlement Agreement, to the proposed award of attorneys' fees and costs, or to any request for compensation for the Class Representatives must file an Objection in the manner set out in this Order.

A. A member of the Settlement Class wishing to raise an objection to the Plan of Allocation, to any term of the Settlement Agreement, to the proposed award of attorneys' fees and costs, or to any request for compensation for the Class Representatives must do the following: (A) file with the Court a statement of his, her, or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support or evidence that such objector wishes to bring to the Court's attention or introduce in support of such objection; and (B) serve copies of the objection and all supporting authorities or evidence to Class Counsel and Defense Counsel. The addresses for filing objections with the Court and for service of such objections on counsel for the parties to this matter are as follows:

Clerk of the Court
218 U.S. Courthouse
201 S. Vine Street
Urbana, IL 61802

SCHLICHTER, BOGARD & DENTON, LLP
Attn: Cigna Corp. ERISA Settlement
100 S. 4th Street, Ste. 900
St. Louis, MO 63102

Brian D. Boyle, Counsel for PRIAC
O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, DC 20006

Azeez Hayne, Counsel for Cigna Defendants
Morgan Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103

B. The objector or his, her, or its counsel (if any) must serve of copies of the objection(s) on the attorneys listed above and file it with the Court by no later than forty (40) days after the initial mailing of class notices.

C. If an objector hires an attorney to represent him, her, or it for the purposes of making such objection pursuant to this paragraph, the attorney must serve a notice of appearance on the attorneys listed above and file it with the Court by no later than forty (40) days after the initial mailing of class notices.

D. Failure to serve objections(s) on either the Court or counsel for the parties shall constitute a waiver of the objection(s). Any member of the Settlement Class or other Person who does not timely file and serve a written objection complying with the terms of this Order shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.

E. Any party wishing to file a response to an objection must do so, and serve the response on all parties, no later than ten (10) days before the Fairness Hearing.

9. **Appearance at Fairness Hearing:** Any objector who files and serves a timely, written objection in accordance with the terms of this Order as set out in Paragraph 8 above may also appear at the Fairness Hearing either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to speak at the Fairness Hearing must serve a notice of intention to speak setting forth, among other things, the name, address, and telephone number of the objector (and, if applicable, the name, address, and telephone number of the objector's attorney) on Class Counsel and Defendants' counsel (at the addresses set out above) and file it with the Court by no later than forty (40) days after the initial mailing of class notices. Any objector (or objector's attorney) who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to speak at the Fairness Hearing.

10. **Claim Form Deadline:** All valid claim forms must be received by the settlement administrator by ___ p.m. Central Standard Time on _____, 2013.

11. **Service of Papers:** Defendants' counsel and Class Counsel shall promptly furnish each other with copies of all objections that come into their possession.

12. **Termination of Settlement:** This Order shall become null and void, and shall be without prejudice to the rights of the Settling Parties, all of whom shall

be restored to their respective positions existing the day before the Settlement Agreement Execution Date, if the Settlement is terminated in accordance with the Settlement Agreement.

13. **Use of Order:** This Order shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability or a waiver of any claims or defenses, including but not limited to those as to the propriety of any amended pleadings or the propriety and scope of class certification. This Order shall not be construed or used as an admission, concession, or declaration by or against Named Plaintiffs or the Settlement Class that their claims lack merit, or that the relief requested in the Action is inappropriate, improper or unavailable. This Order shall not be construed or used as a waiver by any party of any arguments, defenses, or claims he, she, or it may have, including, but not limited to, any objections by Defendants to class certification in the event that the Settlement Agreement is terminated.

14. **Parallel Proceedings:** Pending final determination of whether the Settlement Agreement should be approved, no Settlement Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against the Defendants, the Released Parties or the Plan.

15. **Continuance of Hearing:** The Fairness Hearing may, without further direct notice to the Settlement Class, other than by notice to Class Counsel, be adjourned or continued by order of the Court.

IT IS SO ORDERED.

DATED: _____, 2013

s/ _____
Harold A. Baker
United States District Judge



SETTLEMENT AGREEMENT EXHIBIT 3

NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

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

All persons who, at any time between April 1, 1999 and May 31, 2013 (the “Class Period”), participated in the Cigna 401(k) Plan (“the Plan”), and/or surviving spouses or designated beneficiaries of a deceased person who participated in the Plan between April 1, 1999 and May 31, 2013, and/or alternate payees, in the case of a person subject to a Qualified Domestic Relations Order who participated in the Plan at any time between April 1, 1999 and May 31, 2013. Excluded from the Settlement Class are the Defendants.

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.

- The Court has preliminarily approved a proposed settlement (the “Settlement”) of a class action lawsuit brought under the Employee Retirement Income Security Act (“ERISA”) against Cigna Corporation, John Arko, The Corporate Benefit Plans Committee of Cigna, Connecticut General Life Insurance Company, TimesSquare Capital Management, Inc., Cigna Investments, Inc., and Prudential Retirement Insurance and Annuity Company (collectively “Defendants”). The Settlement will provide for allocation of monies to the individual accounts of members of the Class who had accounts with a positive balance (an “Active Account”) in the Plan as of May 31, 2013 (“Current Participants”). Members of the Class who are entitled to a distribution but who no longer had Active Accounts as of May 31, 2013 (“Former Participants”) will receive their allocation in the form of a check mailed to their last known addresses.
- A hearing on the final approval of the Settlement and for approval of the Class Representatives’ petition for Attorneys’ Fees and Costs and compensation to the Class Representatives will take place on _____, 2013, at ____ p.m., before U.S. District Court Judge Harold A. Baker in Room 338, United States Courthouse, 201 S. Vine Street, Urbana, IL 61802.
- If the Settlement is approved, it will release all claims of Settlement Class Members that were, or could have been, asserted in this case — including claims for money damages. The scope of this release is described in more detail below.
- Any objections to the Settlement, the release, your inclusion in the Settlement Class, or to the petition for Attorneys’ Fees and Costs, or to any award to the Class Representatives, must be served in writing on Class Counsel and Defendants’ Counsel, as identified on page __ of this Settlement Notice.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated June 17, 2013. Capitalized terms used in this Settlement Notice but not defined in this Settlement Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at www.cigna401ksettlement.com.
- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments under the Settlement will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.
- Further information regarding the litigation, the Settlement, and this Settlement Notice, including any changes to the terms of the Settlement and all orders of the Court regarding the Settlement, can be obtained at www.cigna401ksettlement.com.

The Plan’s records indicate that you meet the definition of a Current Participant. If you believe this is incorrect, please contact the Settlement Administrator.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:	
If You Are a Current Participant in the Plan, No Action Is Necessary To Receive A Distribution.	The Plan's records indicate you are a "Current Participant". If you are a "Current Participant," which means a Settlement Class Member who participated in the Plan during the Class Period and on May 31, 2013 had an Active Account in the Plan, then any amount to which you are entitled will be deposited into your Plan account. If you no longer have a Plan account as of the date of your settlement payment or have reduced your account balance to \$0, you will receive your distribution in the form of a check mailed to your last known address.
If You Are a Former Participant, You Must Return The Enclosed Former Participant Claim Form By _____, ____, 2013 To Receive A Distribution	If you are a "Former Participant," who participated in the Plan during the Class Period and on May 31, 2013 did not have an Active Account in the Plan, or are the beneficiary, alternate payee or attorney-in-fact of such a person, you must return the attached Former Participant Claim Form by _____, ____, 2013 in order to receive a check for your share of the Net Settlement Amount. If you do not return the Former Participant Claim Form by _____, ____, 2013, you will forfeit your share of the Net Settlement Amount.
YOU CAN OBJECT (NO LATER THAN _____, 2013)	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.
YOU CAN ATTEND A HEARING ON _____, 2013	If you submit a written objection to the Settlement to the Court and counsel before the deadline, you may attend the hearing about the Settlement and present your objections to the Court. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court at the hearing if you do not notify the Court and counsel of your intention to appear at the hearing by _____, _____.

The Class Action

The case is called *Nolte v. Cigna, et al.* Case No.: 2:07-CV-02046-HAB-DGB (the "Class Action"). The Court supervising the case is the U.S. District Court for the Central District of Illinois. The individuals who brought this suit are called the Class Representatives, and the entities they sued are called Defendants. The Class Representatives are Kim Nolte, Sherry Lewis, Theresa Mitchell, Lori MacMaster, and Karin Reece. The Defendants are Cigna Corporation, John Arko, The Corporate Benefit Plans Committee of Cigna, Connecticut General Life Insurance Company, TimesSquare Capital Management, Inc., Cigna Investments, Inc., and Prudential Retirement Insurance and Annuity Company. The Class Representatives' claims are described below and additional information about them is available at www.cigna401ksettlement.com.

What is the Amount of the Settlement?

A Qualified Settlement Fund of \$35,000,000 is being established in the Class Action. The Net Settlement Amount is \$35,000,000 minus any Administrative Expenses, taxes, Tax Expenses, Court-approved Attorneys' Fees and Costs, Class Representatives' Compensation, and other approved expenses. The Net Settlement Amount will be allocated to Settlement Class Members according to a Plan of Allocation to be approved by the Court.

Statement Of Attorneys' Fees And Costs Sought In The Class Action

Class Counsel has been litigating this case on behalf of Cigna's 401(k) plan participants for over six years. Class Counsel will apply to the Court for payment of Attorneys' Fees and Costs for their work in the case. Class Counsel will request no more than \$11,666,667 in fees (not including costs) and no more than \$1,200,000 in litigation costs. Class Counsel will not seek to receive any interest earned on the settlement amount, which will be added to the amount received by the Class. The amount of this fee request (not including costs) therefore will not exceed one-third of the total Settlement amount of \$35,000,000. Any Attorneys' Fees and Costs awarded by the Court to any Class Counsel will be paid from the Qualified Settlement Fund.

As is customary in class action cases in which the Class Representatives have spent time and effort to support the case, Class Counsel will also ask the Court to approve special payments, not to exceed \$25,000, for each of the five Class Representatives who worked with Class Counsel, took on the risk of litigation, sat for depositions, responded to discovery, devoted considerable time and committed to spend the time necessary to bring the case to conclusion. Their activities also included assisting in the factual investigation of the case by Class Counsel, reviewing settlement negotiations, preparing for depositions, and giving overall support to the case. Any compensation awarded to any Class Representatives by the Court will be paid from the Qualified Settlement Fund.

1. Why Did I Receive This Settlement Notice?

The Court caused this Settlement Notice to be sent to you because, if you fall within the definition of the Settlement Class, you have a right to know about the Settlement and about all of the options available to you before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be paid and then allocated among Settlement Class Members according to a Court-approved Plan of Allocation.

2. What Is The Class Action About?

In the Class Action, Class Representatives allege that during the Class Period, Defendants violated ERISA by causing the Plan to pay excessive fees for its investment options and to its service providers, by providing insufficient disclosures, by profiting from the sale of Cigna's Retirement and Investment Services business to Prudential, and by investing the Plan's Fixed Income Fund in an annuity contract backed by the assets of the general account of an insurance company, as opposed to investing in a contract backed by an insurance company separate account, or a synthetic guaranteed investment contract.

Defendants deny the claims and contentions of the Class Representatives, and deny that the Settlement Class or the Plan have suffered any harm or damage for which Defendants could be held responsible. In particular, Defendants contend that the investment and administrative expenses and fees charged to the Plan and its participants and beneficiaries were at all times reasonable, that the disclosures concerning the Plan's investments, expenses and fees were proper and fully complied with ERISA, that the Plan's investments, including the Fixed Income Fund, were prudent and otherwise consistent with ERISA's requirements and that no party profited illegally from the sale of Cigna's Retirement and Investment Services business. PRIAC and certain other Cigna Defendants further deny that they acted as a fiduciary in collecting fees and expenses approved by Cigna Plan officials, or that they otherwise had fiduciary responsibility for the conduct alleged in this case.

3. Why Is There A Settlement?

The Court has not reached any decision on the merits of Class Representatives' claims against Defendants. Instead, after more than six years of litigation, the Class Representatives and Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between Class Counsel and Defendants' counsel. All of the parties to the Settlement have taken into account the uncertainty and risks of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. The Class Representatives and Class Counsel believe that the Settlement is in the best interest of all Settlement Class Members.

4. What Does The Settlement Provide?

The Net Settlement Amount will be allocated to Settlement Class Members according to a Plan of Allocation to be approved by the Court. Allocations to Current Participants will be made into the existing Plan accounts of Settlement Class Members who are entitled to a distribution under the Plan of Allocation. Settlement Class Members who are entitled to a distribution but who, as of May 31, 2013 or the date of the Settlement distribution, no longer have any Plan account or have reduced their Plan account balance(s) to \$0, or the beneficiaries or alternate payees of such persons, will receive their distribution as a check mailed to their last known address or as a rollover to a qualified retirement account.

As part of the settlement, Cigna has agreed to certain changes and additions to its processes for obtaining investment products and services for the Plan. Specifically, during the settlement's three-year compliance period, Cigna will continue to comply with recently implemented Department of Labor Regulations that will increase and enhance communication with Plan participants and beneficiaries about 401(k) investment options and associated fees. In addition, during that period, Cigna will

continue its practice of not including retail-class mutual funds as core investment options in the Plan. Cigna will also undertake a competitive bidding process for Plan recordkeeping and administrative services and will retain an independent consultant to review the alternatives available in the market for servicing the Plan's Fixed Income Fund.

All Settlement Class Members, anyone claiming through them, and the Plan itself will fully release the Defendants and their "Released Parties" from "Released Claims." The released parties include Defendants and any related entities, and all of their past and current parent companies, predecessors, affiliates, subsidiaries, officers, directors, employees, attorneys, and agents. The Released Claims include all claims which were or could have been asserted in the Class Action, including all claims made in the Class Action or that relate to the allegations raised in the Class Action; all claims related to: (1) the selection, oversight, or performance of the Plan's investment options (excluding the Cigna Stock Fund) and service providers; (2) all fees, costs or expenses charged to, paid or reimbursed by the Plan; (3) disclosures or failures to disclose fees and expenses associated with the Plan; (4) disclosures or failures to disclose relationships among Plan Fiduciaries, Plan service providers, and Plan investment managers; (5) the capture or failure to capture additional income for the Plan; (6) allowing other employee benefit plans to profit at the expense of the Plan; (7) engaging in self-dealing or prohibited transactions; (8) collecting compensation based on a ratio of total assets; (9) the sale of TimesSquare Capital Management, Inc., or Cigna's Retirement and Investment Services business; or (10) use of general account (as opposed to separate account or synthetic GIC) structure for the Fixed Income Fund investment option; and all claims relating to the implementation of the Settlement. This means that Settlement Class Members will not have the right to sue the Defendants or the Related Parties for any alleged misconduct during the Class Period arising out of or relating to the allegations in the Class Action or otherwise related to administration of the Plan.

In addition, the Settlement Agreement will prevent any Settlement Class Member from filing or maintaining in any proceeding any cause of action, demand or claim on the basis of, connected with, arising out of, or substantially related to, any of the Released Claims. The Settlement Agreement also allows the Defendants to file a motion to enforce this limitation, including by seeking an injunction, in the United States District Court for the Central District of Illinois.

IF YOU OBJECT TO ANY OF THESE PROVISIONS OR TO YOUR INCLUSION IN THE SETTLEMENT CLASS, YOU MUST FILE AN OBJECTION AS DETAILED IN QUESTION 11 BELOW.

This is only a summary of the Settlement. The entire Settlement Agreement is at www.cigna401ksettlement.com.

5. How Much Will My Distribution Be?

The amount, if any, that will be allocated to your account will be based upon records maintained by the Plan or the administrator of the Plan and, if on May 31, 2013, you no longer had a Plan account or had a Plan account with no money in it, based upon your Former Participant Claim Form. These calculations will be performed by the Settlement Administrator, whose determinations will be final and binding.

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

There are approximately _____ Settlement Class Members. Class Representatives have proposed a Plan of Allocation under which the Net Settlement Amount shall be apportioned among four groups of eligible Settlement Class Members, or "Bands." If the Court approves the proposed Plan of Allocation, the Net Settlement Amount will be distributed among these Bands, and Current Participant or Authorized Former Participants will be assigned to a Band, based upon the number of points accumulated by each Current Participant or Authorized Former Participant. For each Current Participant or Authorized Former Participant who had an Active Account at any time after April 1, 1999, the Settlement Administrator will credit each one as follows:

1 point for each quarter between the second quarter of 1999 and the fourth quarter of 2000 (inclusive) a Class Member had an Active Account in the Plan

4 points for each quarter between the first quarter of 2000 and the first quarter of 2004 (inclusive) a Class Member had an Active Account in the Plan

2 points for each quarter between the second quarter of 2004 and the second quarter of 2007 (inclusive) a Class Member had an Active Account in the Plan

1 point for each quarter between the third quarter of 2007 and the second quarter of 2013 (inclusive until May 31, 2013) a Class Member had an Active Account in the Plan

1 additional point for each quarter between the first quarter of 2001 and the second quarter of 2007 (inclusive) a Class Member had a positive balance in the Plan's Fixed Income Fund.

The Settlement Administrator will add the total points for each Current Participant and each Authorized Former Participant. Band 4 will consist of approximately the quartile of participants with the greatest number of points, Band 3 will consist of approximately the quartile of participants with the second greatest number of points, Band 2 will consist of approximately the quartile of participants with the third greatest number of points, and Band 1 will consist of approximately the quartile of participants with the least number of points.

The Net Settlement Amount shall be allocated to the settlement Bands approximately as follows: 10% to Band 1; 20% to Band 2; 30% to Band 3 and 40% to Band 4. The amount allocated to each Band shall then be divided by the total number of Current Participants or Authorized Former Participants in that Band. The resulting amount will be paid to each Current Participant and Authorized Former Participant assigned to such Band, according to the methodology set forth in this Article 6.

Note that if you are a beneficiary or an alternate payee pursuant to a Qualified Domestic Relations Order, your portion of the settlement will be distributed pursuant to the terms of that order or of the applicable beneficiary designation.

6. How Can I Receive My Distribution?

Whether you need to submit a claim form to receive your distribution depends on whether you are considered a "Current Participant" or a "Former Participant."

Do not submit a claim form if you are a "Current Participant" as defined on page 2.

- Current Participants will receive their share of the Settlement proceeds after the Net Settlement Amount is allocated to the Plan and, later, to their existing Active Account(s). Your Settlement allocation will be invested in accordance with your investment instructions on file at the time of the allocation. If you do not have any instructions on file, then you will be deemed to have directed such payment to be invested in the Plan's Qualified Default Investment Alternative.
- If you had an account in the Plan as of May 31, 2013, but have since closed or reduced to \$0 the balance in your account, your share of the Settlement will be automatically sent to your last known address in the form of a check. Please notify the Settlement Administrator if your address has changed or changes.

You must submit a claim form if you are a "Former Participant" as defined on page 2.

- To receive your share of the Settlement you must submit the enclosed Former Participant Claim Form by ____, 2013. Please complete the form fully and accurately. You will only be entitled to a share of the Settlement proceeds if your Former Participant Claim Form is accepted by the Settlement Administrator.

According to Prudential's records, you are a Current Participant. If you believe that you meet the definition of Former Participant, you may download a claim form from www.cigna401ksettlement.com.

7. When Will I Receive My Distribution?

Distribution of the Net Settlement Amount is conditioned on several matters, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution will likely occur in 2014.

There Will Be No Payments Under The Settlement If The Settlement Agreement Is Terminated.**8. Can I Get Out Of The Settlement and Preserve My Claims?**

No. The Class Action is certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Settlement Class Member, you will be bound by any judgments or orders that are entered in the Class Action for all claims that were or could have been asserted in the Class Action, or are otherwise included in the release under the Settlement Agreement, even if you are required to submit a claim form as a Former Participant and fail to do so. You may, however, object to settlement or class certification (see Question 11)

9. Do I Have A Lawyer In The Case?

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

10. How Will The Lawyers Be Paid?

Class Counsel will file a petition for the award of Attorneys' Fees and Costs. This petition will be considered at the Fairness Hearing. Defendants have agreed not to oppose the amount of Attorneys' Fees and Costs, or any award to the Class Representatives consistent with the terms of the Settlement Agreement. Class Counsel has agreed to limit application for an award of attorneys' fees to not more than \$11,666,667 and costs of up to \$1,200,000. The Court will determine what fees and costs will be approved.

11. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Settlement Class Member, you can tell the Court that you do not agree with the Settlement or some part of it, including the Attorneys' Fees and Costs, and compensation to the Class Representatives. To object, you must send the Court a written statement that you object to the Settlement in *Nolte v. Cigna, et al.* Case No. 2:07-CV-02046-HAB-DGB. Be sure to include your name, address, telephone number, signature, and a full explanation of why you object to the Settlement. Your written objection must be received by the Court no later than _____, 2013. The Court's address is Clerk of the Court U.S. District Court, Central District of Illinois, United States Courthouse, 201 S. Vine Street, Urbana, IL 61802. Your written objection must also be mailed to the lawyers listed below, **to be received by no later than 30 days before the date of the Fairness Hearing:**

CLASS COUNSEL	DEFENDANTS' COUNSEL
SCHLICHTER, BOGARD & DENTON Attn: Cigna ERISA Settlement 100 S. Fourth St., Suite 900 St. Louis, MO 63102 Cigna401ksettlement@uselaws.com Tel: (314) 621-6115 Fax: (314) 621-7151	MORGAN LEWIS & BOCKIUS LLP Charles C. Jackson 77 W. Wacker Suite 500 Chicago, IL 60601 Tel: (312) 324-1156 Fax: (312) 324-1001 Azeez Hayne 1701 Market St. Philadelphia, PA 19103 Tel: (215) 963-5426 Fax: (215) 962-5001 <i>Counsel for Cigna</i> Brian D. Boyle O'MELVENY & MYERS LLP 1625 Eye Street N.W. Washington, D.C. 20006 bboyle@omm.com Tel: (202) 383-5327 Fax: (202) 383-5414 <i>Counsel for PRIAC</i>

12. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing at ___ p.m. on _____, 2013, before U.S. District Court Judge Harold A. Baker in Room 338, United States Courthouse, 201 S. Vine Street, Urbana, IL 61802.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the petition for Class Counsel's Attorneys' Fees and Costs, and any award to the Class Representatives.

13. Do I Have To Attend The Fairness Hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You also may pay your own lawyer to attend the Fairness Hearing.

14. May I Speak At The Fairness Hearing?

If you are a Settlement Class Member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Nolte v. Cigna, et al.* Case No. 2:07-CV-02046-HAB-DGB." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be mailed to the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 11, **no later than _____, 2013.**

15. What Happens If I Do Nothing At All?

If you are a "Current Participant" as defined on page 3, and do nothing, you will participate in the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is approved.

If you are a “Former Participant” as defined on page 3, and you do nothing, **you will be bound by the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is approved, BUT YOU WILL NOT RECEIVE ANY MONEY.**

16. How Do I Get More Information?

If you have general questions regarding the Settlement, you can visit this website: www.cigna401ksettlement.com or write to the Settlement Administrator at Settlement Administrator, _____.



SETTLEMENT AGREEMENT EXHIBIT 4

NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

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

All persons who, at any time between April 1, 1999 and May 31, 2013 (the “Class Period”), participated in the Cigna 401(k) Plan (“the Plan”), and/or surviving spouses or designated beneficiaries of a deceased person who participated in the Plan between April 1, 1999 and May 31, 2013 and/or alternate payees, in the case of a person subject to a Qualified Domestic Relations Order who participated in the Plan at any time between April 1, 1999 and May 31, 2013. Excluded from the Settlement Class are the Defendants.

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.

- The Court has preliminarily approved a proposed settlement (the “Settlement”) of a class action lawsuit brought under the Employee Retirement Income Security Act (“ERISA”) against Cigna Corporation, John Arko, The Corporate Benefit Plans Committee of Cigna, Connecticut General Life Insurance Company, TimesSquare Capital Management, Inc., Cigna Investments, Inc., and Prudential Retirement Insurance and Annuity Company (collectively “Defendants”). The Settlement will provide for allocation of monies to the individual accounts of members of the Class who had accounts with a positive balance (an “Active Account”) in the Plan as of May 31, 2013 (“Current Participants”). Members of the Class who are entitled to a distribution but who no longer had Active Accounts as of May 31, 2013 (“Former Participants”) will receive their allocation in the form of a check mailed to their last known addresses.
- A hearing on the final approval of the Settlement and for approval of the Class Representatives’ petition for Attorneys’ Fees and Costs and compensation to the Class Representatives will take place on _____, 2013, at ____ p.m., before U.S. District Court Judge Harold A. Baker in Room 338, United States Courthouse, 201 S. Vine Street, Urbana, IL 61802.
- If the Settlement is approved, it will release all claims of Settlement Class Members that were, or could have been, asserted in this case — including claims for money damages. The scope of this release is described in more detail below.
- Any objections to the Settlement, the release, your inclusion in the Settlement Class, or to the petition for Attorneys’ Fees and Costs, or to any award to the Class Representatives, must be served in writing on Class Counsel and Defendants’ Counsel, as identified on page __ of this Settlement Notice.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated June 17, 2013. Capitalized terms used in this Settlement Notice but not defined in this Settlement Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at www.cigna401ksettlement.com.
- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments under the Settlement will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.
- Further information regarding the litigation, the Settlement, and this Settlement Notice, including any changes to the terms of the Settlement and all orders of the Court regarding the Settlement, can be obtained at www.cigna401ksettlement.com.

The Plan’s records indicate that you meet the definition of a Former Participant. If you believe this is incorrect, please contact the Settlement Administrator.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:	
If You Are a Current Participant in the Plan, No Action Is Necessary To Receive A Distribution.	The Plan's records indicate you are a "Former Participant." If you are a "Current Participant" which means a Settlement Class Member who participated in the Plan during the Class Period and on May 31, 2013 had an Active Account in the Plan, then any amount to which you are entitled will be deposited into your Plan account. If you no longer have a Plan account as of the date of your settlement payment or have reduced your account balance to \$0, you will receive your distribution in the form of a check mailed to your last known address.
If You Are a Former Participant, You Must Return The Enclosed Former Participant Claim Form By _____, ____, 2013 To Receive A Distribution	The Plan's records indicate you are a "Former Participant". If you are a "Former Participant" who participated in the Plan during the Class Period and on May 31, 2013 did not have an Active Account in the Plan, or are the beneficiary, alternate payee or attorney-in-fact of such a person, you must return the attached Former Participant Claim Form by _____, ____, 2013 in order to receive a check for your share of the Net Settlement Amount. If you do not return the Former Participant Claim Form by _____, ____, 2013, you will forfeit your share of the Net Settlement Amount.
YOU CAN OBJECT (NO LATER THAN _____, 2013)	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.
YOU CAN ATTEND A HEARING ON _____, 2013	If you submit a written objection to the Settlement to the Court and counsel before the deadline, you may attend the hearing about the Settlement and present your objections to the Court. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court at the hearing if you do not notify the Court and counsel of your intention to appear at the hearing by _____, _____.

The Class Action

The case is called *Nolte v. Cigna, et al.* Case No.: 2:07-CV-02046-HAB-DGB (the "Class Action"). The Court supervising the case is the U.S. District Court for the Central District of Illinois. The individuals who brought this suit are called the Class Representatives, and the entities they sued are called Defendants. The Class Representatives are Kim Nolte, Sherry Lewis, Theresa Mitchell, Lori MacMaster, and Karin Reece. The Defendants are Cigna Corporation, John Arko, The Corporate Benefit Plans Committee of Cigna, Connecticut General Life Insurance Company, TimesSquare Capital Management, Inc., Cigna Investments, Inc., and Prudential Retirement Insurance and Annuity Company. The Class Representatives' claims are described below and additional information about them is available at www.cigna401ksettlement.com.

What is the Amount of the Settlement?

A Qualified Settlement Fund of \$35,000,000 is being established in the Class Action. The Net Settlement Amount is \$35,000,000 minus any Administrative Expenses, taxes, Tax Expenses, Court-approved Attorneys' Fees and Costs, Class Representatives' Compensation, and other approved expenses. The Net Settlement Amount will be allocated to Settlement Class Members according to a Plan of Allocation to be approved by the Court.

Statement Of Attorneys' Fees And Costs Sought In The Class Action

Class Counsel has been litigating this case on behalf of Cigna's 401(k) plan participants for over six years. Class Counsel will apply to the Court for payment of Attorneys' Fees and Costs for their work in the case. Class Counsel will request no more than \$11,666,667 in fees (not including costs) and no more than \$1,200,000 in litigation costs. Class Counsel will not seek to receive any interest earned on the settlement amount, which will be added to the amount received by the Class. The

QUESTIONS? VISIT www.cigna401ksettlement.com

amount of this fee request (not including costs) therefore will not exceed one-third of the total Settlement amount of \$35,000,000. Any Attorneys' Fees and Costs awarded by the Court to any Class Counsel will be paid from the Qualified Settlement Fund.

As is customary in class action cases in which the Class Representatives have spent time and effort to support the case, Class Counsel will also ask the Court to approve special payments, not to exceed \$25,000, for each of the five Class Representatives who worked with Class Counsel, took on the risk of litigation, sat for depositions, responded to discovery, devoted considerable time and committed to spend the time necessary to bring the case to conclusion. Their activities also included assisting in the factual investigation of the case by Class Counsel, reviewing settlement negotiations, preparing for depositions, and giving overall support to the case. Any compensation awarded to any Class Representatives by the Court will be paid from the Qualified Settlement Fund.

1. Why Did I Receive This Settlement Notice?

The Court caused this Settlement Notice to be sent to you because, if you fall within the definition of the Settlement Class, you have a right to know about the Settlement and about all of the options available to you before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be paid and then allocated among Settlement Class Members according to a Court-approved Plan of Allocation.

2. What Is The Class Action About?

In the Class Action, Class Representatives allege that during the Class Period, Defendants violated ERISA by causing the Plan to pay excessive fees for its investment options and to its service providers, by providing insufficient disclosures, by profiting from the sale of Cigna's Retirement and Investment Services business to Prudential, and by investing the Plan's Fixed Income Fund in an annuity contract backed by the assets of the general account of an insurance company, as opposed to investing in a contract backed by an insurance company separate account, or a synthetic guaranteed investment contract.

Defendants deny the claims and contentions of the Class Representatives, and deny that the Settlement Class or the Plan have suffered any harm or damage for which Defendants could be held responsible. In particular, Defendants contend that the investment and administrative expenses and fees charged to the Plan and its participants and beneficiaries were at all times reasonable, that the disclosures concerning the Plan's investments, expenses and fees were proper and fully complied with ERISA, that the Plan's investments, including the Fixed Income Fund, were prudent and otherwise consistent with ERISA's requirements and that no party profited illegally from the sale of Cigna's Retirement and Investment Services business. PRIAC and certain other Cigna Defendants further deny that they acted as a fiduciary in collecting fees and expenses approved by Cigna Plan officials, or that they otherwise had fiduciary responsibility for the conduct alleged in this case.

3. Why Is There A Settlement?

The Court has not reached any decision on the merits of Class Representatives' claims against Defendants. Instead, after more than six years of litigation, the Class Representatives and Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between Class Counsel and Defendants' counsel. All of the parties to the Settlement have taken into account the uncertainty and risks of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. The Class Representatives and Class Counsel believe that the Settlement is in the best interest of all Settlement Class Members.

4. What Does The Settlement Provide?

The Net Settlement Amount will be allocated to Settlement Class Members according to a Plan of Allocation to be approved by the Court. Allocations to Current Participants will be made into the existing Plan accounts of Settlement Class Members who are entitled to a distribution under the Plan of Allocation. Settlement Class Members who are entitled to a distribution but who, as of May 31, 2013 or the date of the Settlement distribution, no longer have any Plan account or have reduced their Plan account balance(s) to \$0, or the beneficiaries or alternate payees of such persons, will receive their distribution as a check mailed to their last known address or as a rollover to a qualified retirement account.

As part of the settlement, Cigna has agreed to certain changes and additions to its processes for obtaining investment products and services for the Plan. Specifically, during the settlement's two-year compliance period, Cigna will continue to comply with recently implemented Department of Labor Regulations that will increase and enhance communication with Plan participants and beneficiaries about 401(k) investment options and associated fees. In addition, during that period, Cigna will continue its practice of not including retail-class mutual funds as core investment options in the Plan. Cigna will also undertake a competitive bidding process for Plan recordkeeping and administrative services and will retain an independent consultant to review the alternatives available in the market for servicing the Plan's Fixed Income Fund.

All Settlement Class Members, anyone claiming through them, and the Plan itself will fully release the Defendants and their "Released Parties" from "Released Claims." The released parties include Defendants and any related entities, and all of their past and current parent companies, predecessors, affiliates, subsidiaries, officers, directors, employees, attorneys, and agents. The Released Claims include all claims which were or could have been asserted in the Class Action, including all claims made in the Class Action or that relate to the allegations raised in the Class Action; all claims related to: (1) the selection, oversight, or performance of the Plan's investment options (excluding the Cigna Stock Fund) and service providers; (2) all fees, costs or expenses charged to, paid or reimbursed by the Plan; (3) disclosures or failures to disclose fees and expenses associated with the Plan; (4) disclosures or failures to disclose relationships among Plan Fiduciaries, Plan service providers, and Plan investment managers; (5) the capture or failure to capture additional income for the Plan; (6) allowing other employee benefit plans to profit at the expense of the Plan; (7) engaging in self-dealing or prohibited transactions; (8) collecting compensation based on a ratio of total assets; (9) the sale of TimeSquare Capital Management, Inc., or Cigna's Retirement and Investment Services business; or (10) use of general account (as opposed to separate account or synthetic GIC) structure for the Fixed Income Fund investment option; and all claims relating to the implementation of the Settlement. This means that Settlement Class Members will not have the right to sue the Defendants or the Related Parties for any alleged misconduct during the Class Period arising out of or relating to the allegations in the Class Action or otherwise related to administration of the Plan.

In addition, the Settlement Agreement will prevent any Settlement Class Member from filing or maintaining in any proceeding any cause of action, demand or claim on the basis of, connected with, arising out of, or substantially related to, any of the Released Claims. The Settlement Agreement also allows the Defendants to file a motion to enforce this limitation, including by seeking an injunction, in the United States District Court for the Central District of Illinois.

IF YOU OBJECT TO ANY OF THESE PROVISIONS OR TO YOUR INCLUSION IN THE SETTLEMENT CLASS, YOU MUST FILE AN OBJECTION AS DETAILED IN QUESTION 11 BELOW.

This is only a summary of the Settlement. The entire Settlement Agreement is at www.cigna401ksettlement.com.

5. How Much Will My Distribution Be?

The amount, if any, that will be allocated to your account will be based upon records maintained by the Plan or the administrator of the Plan and, if on May 31, 2013, you no longer had a Plan account or had a Plan account with no money in it, based upon your Former Participant Claim Form. These calculations will be performed by the Settlement Administrator, whose determinations will be final and binding.

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

There are approximately _____ Settlement Class Members. Class Representatives have proposed a Plan of Allocation under which the Net Settlement Amount shall be apportioned among four groups of eligible Settlement Class Members, or "Bands." If the Court approves the proposed Plan of Allocation, the Net Settlement Amount will be distributed among these Bands, and Current Participant or Authorized Former Participants will be assigned to a Band, based upon the number of points accumulated by each Current Participant or Authorized Former Participant. For each Current Participant or Authorized Former Participant who had an Active Account at any time after April 1, 1999, the Settlement Administrator will credit each one as follows:

1 point for each quarter between the second quarter of 1999 and the fourth quarter of 2000 (inclusive) a Class Member had an Active Account in the Plan

4 points for each quarter between the first quarter of 2000 and the first quarter of 2004 (inclusive) a Class Member had an Active Account in the Plan

2 points for each quarter between the second quarter of 2004 and the second quarter of 2007 (inclusive) a Class Member had an Active Account in the Plan

1 point for each quarter between the third quarter of 2007 and the second quarter of 2013 (inclusive until May 31, 2013) a Class Member had an Active Account in the Plan

1 additional point for each quarter between the first quarter of 2001 and the second quarter of 2007 (inclusive) a Class Member had a positive balance in the Plan's Fixed Income Fund.

The Settlement Administrator will add the total points for each Current Participant and each Authorized Former Participant. Band 4 will consist of approximately the quartile of participants with the greatest number of points, Band 3 will consist of approximately the quartile of participants with the second greatest number of points, Band 2 will consist of approximately the quartile of participants with the third greatest number of points, and Band 1 will consist of approximately the quartile of participants with the least number of points.

The Net Settlement Amount shall be allocated to the settlement Bands approximately as follows: 10% to Band 1; 20% to Band 2; 30% to Band 3 and 40% to Band 4. The amount allocated to each Band shall then be divided by the total number of Current Participants or Authorized Former Participants in that Band. The resulting amount will be paid to each Current Participant and Authorized Former Participant assigned to such Band, according to the methodology set forth in this Article 6.

Note that if you are a beneficiary or an alternate payee pursuant to a Qualified Domestic Relations Order, your portion of the settlement will be distributed pursuant to the terms of that order or of the applicable beneficiary designation.

6. How Can I Receive My Distribution?

Whether you need to submit a claim form to receive your distribution depends on whether you are considered a "Current Participant" or a "Former Participant".

Do not submit a claim form if you are a "Current Participant" as defined on page 2.

- Current Participants will receive their share of the Settlement proceeds after the Net Settlement Amount is allocated to the Plan and, later, to their existing Active Account(s). Your Settlement allocation will be invested in accordance with your investment instructions on file at the time of the allocation. If you do not have any instructions on file, then you will be deemed to have directed such payment to be invested in the Plan's Qualified Default Investment Alternative.
- If you had an account in the Plan as of May 31, 2013, but have since closed or reduced to \$0 the balance in your account, your share of the Settlement will be automatically sent to your last known address in the form of a check. Please notify the Settlement Administrator if your address has changed or changes.

You must submit a claim form if you are a "Former Participant" as defined on page 2.

- To receive your share of the Settlement you must submit the enclosed Former Participant Claim Form by ____, 2013. Please complete the form fully and accurately. You will only be entitled to a share of the Settlement proceeds if your Former Participant Claim Form is accepted by the Settlement Administrator.

According to Prudential's records, you are a Former Participant. If you believe that you meet the definition of Former Participant, you may download a claim form from www.cigna401ksettlement.com.

7. When Will I Receive My Distribution?

Distribution of the Net Settlement Amount is conditioned on several matters, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution will likely occur in 2014.

There Will Be No Payments Under The Settlement If The Settlement Agreement Is Terminated.**8. Can I Get Out Of The Settlement and Preserve My Claims?**

No. The Class Action is certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Settlement Class Member, you will be bound by any judgments or orders that are entered in the Class Action for all claims that were or could have been asserted in the Class Action, or are otherwise included in the release under the Settlement Agreement, even if you are required to submit a claim form as a Former Participant and fail to do so. You may, however, object to settlement or class certification (see Question 11)

9. Do I Have A Lawyer In The Case?

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

10. How Will The Lawyers Be Paid?

Class Counsel will file a petition for the award of Attorneys' Fees and Costs. This petition will be considered at the Fairness Hearing. Defendants have agreed not to oppose the amount of Attorneys' Fees and Costs, or any award to the Class Representatives consistent with the terms of the Settlement Agreement. Class Counsel has agreed to limit application for an award of attorneys' fees to not more than \$11,666,667 and costs of up to \$1,400,000. The Court will determine what fees and costs will be approved.

11. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Settlement Class Member, you can tell the Court that you do not agree with the Settlement or some part of it, including the Attorneys' Fees and Costs, and compensation to the Class Representatives. To object, you must send the Court a written statement that you object to the Settlement in *Nolte v. Cigna, et al.* Case No. 2:07-CV-02046-HAB-DGB. Be sure to include your name, address, telephone number, signature, and a full explanation of why you object to the Settlement. Your written objection must be received by the Court no later than _____, 2013. The Court's address is Clerk of the Court U.S. District Court, Central District of Illinois, United States Courthouse, 201 S. Vine Street, Urbana, IL 61802. Your written objection must also be mailed to the lawyers listed below, **to be received by no later than 30 days before the date of the Fairness Hearing:**

CLASS COUNSEL	DEFENDANTS' COUNSEL
SCHLICHTER, BOGARD & DENTON Attn: Cigna ERISA Settlement 100 S. Fourth St., Suite 900 St. Louis, MO 63102 Cigna401ksettlement@uselaws.com Tel: (314) 621-6115 Fax: (314) 621-7151	MORGAN LEWIS & BOCKIUS LLP Charles C. Jackson 77 W. Wacker Suite 500 Chicago, IL 60601 Tel: (312) 324-1156 Fax: (312) 324-1001 Azeez Hayne 1701 Market St. Philadelphia, PA 19103 Tel: (215) 963-5426 Fax: (215) 962-5001 <i>Counsel for Cigna</i> Brian D. Boyle O'MELVENY & MYERS LLP 1625 Eye Street N.W. Washington, D.C. 20006 bboyle@omm.com Tel: (202) 383-5327 Fax: (202) 383-5414 <i>Counsel for PRIAC</i>

12. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing at ___ p.m. on _____, 2013, before U.S. District Court Judge Harold A. Baker in Room 338, United States Courthouse, 201 S. Vine Street, Urbana, IL 61802.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the petition for Class Counsel's Attorneys' Fees and Costs, and any award to the Class Representatives.

13. Do I Have To Attend The Fairness Hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You also may pay your own lawyer to attend the Fairness Hearing.

14. May I Speak At The Fairness Hearing?

If you are a Settlement Class Member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Nolte v. Cigna, et al.* Case No. 2:07-CV-02046-HAB-DGB." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be mailed to the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 11, **no later than _____, 2013.**

15. What Happens If I Do Nothing At All?

If you are a "Current Participant" as defined on page 3, and do nothing, you will participate in the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is approved.

If you are a “Former Participant” as defined on page 3, and you do nothing, **you will be bound by the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is approved, BUT YOU WILL NOT RECEIVE ANY MONEY.**

16. How Do I Get More Information?

If you have general questions regarding the Settlement, you can visit this website: www.cigna401ksettlement.com, call 1-888-xxx-xxxx or write to the Settlement Administrator at Settlement Administrator, _____.

SPECIAL TAX NOTICE

YOUR ROLLOVER OPTIONS

You are receiving this notice because all or a portion of a payment you are receiving from the Plan is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

This notice describes the rollover rules that apply to payments from the Plan that are not from a designated Roth account (a type of account with special tax rules in some employer plans).

If you also receive a payment from a designated Roth account in the Plan, you will be provided a different notice for that payment, and the Plan administrator or the payor will tell you the amount that is being paid from each account.

Rules that apply to most payments from a plan are described in the “General Information About Rollovers” section below. Special rules that only apply in certain circumstances are described in the “Special Rules and Options” section below.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if you roll over a distribution of S corporation stock to an IRA).

The Plan administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments from a governmental defined benefit pension plan made after you separate from service if you are a public safety employee and you are at least age 50 in the year of the separation
- Payments made due to disability
- Payments after your death
- Payments of ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution.

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to \$10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If your payment includes after-tax contributions

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is generally included in the payment. If you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs).

If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, each of the payments will include an allocable portion of the after-tax contributions. If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals \$12,000, of which \$2,000 is after-tax contributions. In this case, if you roll over \$10,000 to an IRA in a 60-day rollover, no amount is taxable because the \$2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If your payment includes employer stock that you do not roll over

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to after-tax contributions or paid in a lump sum after separation from service (or after age 59½, disability, or the participant's death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or employer plan. The Plan administrator can tell you the amount of any net unrealized appreciation.

If you have an outstanding loan that is being offset

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you roll over your payment to a Roth IRA

You can roll over a payment from the Plan made before January 1, 2010 to a Roth IRA only if your modified adjusted gross income is not more than \$100,000 for the year the payment is made to you and, if married, you file a joint return. These limitations do not apply to payments made to you from the Plan after 2009. If you wish to roll over the payment to a Roth IRA, but you are not eligible to do a rollover to a Roth IRA until after 2009, you can do a rollover to a traditional IRA and then, after 2009, elect to convert the traditional IRA into a Roth IRA.

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the

amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). For payments from the Plan during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a 2-year period starting in 2011.

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in an employer plan.

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than \$200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

Unless you elect otherwise, a mandatory cashout of more than \$1,000 (not including payments from a designated Roth account in the Plan) will be directly rolled over to an IRA chosen by the Plan administrator or the payor. A mandatory cashout is a payment from a

plan to a participant made before age 62 (or normal retirement age, if later) and without consent, where the participant's benefit does not exceed \$5,000 (not including any amounts held under the plan as a result of a prior rollover made to the plan).

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

SETTLEMENT AGREEMENT EXHIBIT 5**FOR IMMEDIATE RELEASE**

Schlichter, Bogard & Denton, a St. Louis law firm, today announced it has reached a tentative settlement with Cigna Corporation and Prudential Retirement Insurance and Annuity Company (PRIAC) of *Nolte, et al. v. Cigna Corp., et al.* Case No. 07-02046 in the U.S. Federal Court for the Central District of Illinois. The case involves disputes over the handling of the Cigna 401(k) plan, the prudence and level of fees of certain plan investment options, and the sale of Cigna's retirement business to PRIAC. Under the tentative settlement, which must be approved by an independent fiduciary and Judge Harold A. Baker, the defendants will pay a combined \$35 million. The net proceeds of the settlement, after court-approved attorney's fees and expenses of settlement administration have been deducted will be allocated to participant and former participant accounts. Payments to class members will begin after the Court grants final approval of the settlement. Jerome Schlichter of Schlichter, Bogard & Denton, attorneys for the Cigna 401(k) plan participants and beneficiaries, said that in addition to receiving money to support the employees and retirees' retirement savings, "our goal has been to make sure Cigna employees have a state-of-the-art 401(k) plan, and we think this agreement accomplishes that."

The *Nolte* plaintiffs allege, among other things, that the fiduciaries responsible for overseeing the plans breached their legal duties by allowing the plans to pay excessive investment management and other fees while allegedly benefiting Cigna and that Cigna improperly benefitted from the sale of Cigna's retirement business.

The defendants dispute these allegations and assert that the plan has always been appropriately managed to offer a menu of sound options for participants' retirement savings. Cigna and PRIAC maintain that they have fully complied with the Employee Retirement Income Security Act of 1974 (ERISA), which governs such plans. Both parties have determined that it is in the best interest of the parties to resolve the matter in this way. The parties have litigated the case extensively since February 26, 2007 when the plaintiffs filed their initial complaint.

The parties have filed a motion for preliminary approval of the settlement with Judge Baker. If that motion is granted, members of the class will be formally notified of the settlement. In addition, the parties have agreed that an independent fiduciary must approve the settlement. As part of the settlement, Cigna has agreed to a variety of

initiatives designed to enhance its review of alternatives for the Plan and Plan Participants' retirement savings. Additionally, Cigna has agreed to continue not to include in the Plan's investment lineup any investment options managed by it or its affiliates, and has agreed to continue to exclude retail class mutual funds from the Plan's lineup — as it has since 1990s. Cigna will engage independent consultants to evaluate and make recommendations regarding certain aspects of the Plan's administration.



SETTLEMENT AGREEMENT EXHIBIT 6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION**

KIM NOLTE <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	No: 2:07-CV-2046-HAB-DGB
)	
CIGNA CORPORATION <i>et al.</i> ,)	
)	
Defendants.)	

FINAL ORDER AND JUDGMENT

BAKER, District Judge:

Wherefore, this ___ day of _____, 2013, upon consideration of the Settling Parties’ joint motion for final approval of the settlement of these actions (the “Class Actions”) pursuant to the terms of a Class Action Settlement Agreement dated June 17, 2013, (the “Settlement Agreement”), the Court hereby orders and adjudges as follows:

1. For purposes of this Final Order and Judgment, the following terms have the meanings listed:
 - 1.1 “Plan” means the Cigna 401(k) Plan or any successor defined contribution plan to that plan that is offered by Cigna Corporation or its successor;
 - 1.2 “Related Parties” means (a) each Defendant, (b) each Defendant’s past, present and future parent corporation(s), and (c) each Defendant’s past, present and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, and (c) with respect to (a) through (c) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plans (with the exception of the Plan), employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), administrators, service providers, consultants, subcontractors, officers, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, controlling shareholders, accountants,

auditors, advisors, consultants, trustees, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them.

1.3 “Released Claims” means, as defined in Section 2.40 of the Settlement Agreement, any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, whether arising under local, state, or federal law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual, representative, or any other capacity, whether involving legal equitable, injunctive, declarative, or any other type of relief (including, without limitation, indemnification or contribution), whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that have been, could have been, or could be brought by or on behalf of any of the Plaintiffs in any litigation against the Settling Parties or any of them, that:

- (a) Were asserted in the Class Action, or that might have been asserted in the Class Action, arising under ERISA, or any other local, state, or federal statute or law (or any rule or regulation associated therewith or promulgated thereunder) or the common law, that arise out of, relate to, or are based on any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions or occurrences that are, were, or could have been alleged in, or otherwise related in any way to the Class Action;
- (b) Relate to: (1) the selection, oversight, or performance of the Plan’s investment options (excluding the Cigna Stock Fund) and service providers; (2) all fees, costs or expenses charged to, paid or reimbursed by the Plan; (3) disclosures or failures to disclose fees and expenses associated with the Plan; (4) disclosures or failures to disclose relationships among Plan Fiduciaries, Plan service providers, and Plan investment managers; (5) the capture or failure to capture additional income for the Plan; (6) allowing other employee benefit plans to profit at the expense of the Plan; (7) engaging in self-dealing or prohibited transactions; (8) collecting compensation based on a ratio of total assets; (9) the sale of TimeSquare Capital Management, Inc., or Cigna’s Retirement and Investment Services business; or (10) use of general account (as opposed to separate account or synthetic GIC) structure for the Fixed Income Fund investment option;
- (c) Would be barred by the principle of *res judicata* had the claims asserted or that could have been asserted in the Class Action been fully litigated and resulted in a final judgment; or
- (d) Relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to the Plan or any member of the Settlement Class pursuant to the Plan of Allocation;

- (e) Seek attorneys' fees, costs and expenses; or
- (f) Relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.

1.4 The Settlement Class and Settlement Class Members refers to the class established by the Court's order dated _____, 2013, and the members thereof.

1.5 "Settling Parties" means the Defendants and the Class Representatives, on behalf of themselves and each of the Settlement Class Members.

2. In accordance with the Court's Orders, and as determined by this Court previously, notice was timely distributed by first-class mail to all members of the Settlement Class who could be identified with reasonable effort, and notice was published on the website maintained by Class Counsel. In addition, pursuant to the Class Action Fairness Act, 29 U.S.C. § 1711, *et seq.*, notice was provided to the Attorneys General for each of the states in which a Settlement Class Member resides, the Attorney General of the United States, and the United States Secretary of Labor.

3. The form and methods of notifying the Settlement Class of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed. R. Civ. P. 23(c)(2), any other applicable law, and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the fairness hearing and the rights of all Settlement Class Members have been provided to all people, powers and entities entitled thereto.

4. All requirements of the Class Action Fairness Act, 29 U.S.C. § 1711, *et seq.*, have been met.

5. Members of the Settlement Class had the opportunity to be heard on all issues regarding the resolution and release of their claims by submitting objections to the Settlement Agreement to the Court.

6. Each and every Objection to the settlement is overruled with prejudice.

7. The motion for final approval of the Settlement Agreement is hereby GRANTED, the settlement of the Class Action is APPROVED as fair, reasonable and adequate to the Plan and the Settlement Class, and the Settling Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

8. The operative complaint and all claims asserted therein whether asserted by Class Representatives on their own behalf or on behalf of the Settlement Class, or derivatively to secure relief for the Plan are hereby dismissed with prejudice and without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;

9. The Plan and each of the Settlement Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors and assigns) on behalf of the Plan, hereby fully, finally and forever settles, releases, relinquishes, waives and discharges Defendants and Related Parties from Released Claims, whether or not such Settlement Class Members have executed and delivered a Former Participant Claim Form, whether or not such Settlement Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Settlement Class Members have been approved or allowed;

10. The Settlement Class Members and the Plan acting individually or together, or in combination with others, are hereby barred from suing or seeking to institute, maintain, prosecute, argue, or assert in any action or proceeding (including an IRS determination letter proceeding, Department of Labor proceeding or proceeding before a state insurance department or commissioner), any cause of action, demand or claim on the basis of, connected with, arising

out of, or substantially related to, any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of the Settlement Agreement pursuant to the procedures set forth in the Settlement Agreement;

11. Class Counsel, the Settlement Class Members, or the Plan may hereafter discover facts in addition to or different from those which they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with Defendants, the Plan and the Related Parties or the decision to release, relinquish, waive, and discharge the Released Claims, or might have affected the decision of a Settlement Class Member not to object to the Settlement. Notwithstanding the foregoing, each Settlement Class Member and the Plan hereby fully, finally and forever settled, released, relinquished, waived and discharged any and all Released Claims;

12. Each Settlement Class Member and the Plan hereby settles, releases, relinquishes, waives and discharges any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation, Section 1542 of the California Civil Code, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” The Settlement Class Members and the Plan with respect to the Released Claims also hereby waive any and all provisions, rights and benefits conferred by any law of any State or territory of the United States or any foreign country, or any principle of common law, which are similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

13. The Court finds that it has subject matter jurisdiction over the claims herein and personal jurisdiction over Settlement Class Members in of the provisions of ERISA, and

expressly retains that jurisdiction for purposes of enforcing this Final Order and/or Article 8 of the Settlement Agreement. Any motion to enforce paragraphs 8 through 12 of this Final Order or Article 8 of the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Order may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate Article 8.

14. Each member of the Settlement Class shall hold harmless Defendants, Defense Counsel, the Related Parties, and the Plan for any claims, liabilities, attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;

15. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Authorized Former Participant;

16. With respect to payments or distributions to Authorized Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion;

17. With respect to any matters that arise concerning distributions to Current Participants (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan's Administrator pursuant to the applicable law and governing Plan terms;

18. At a reasonable date following the issuance of all settlement payments to Settlement Class Members, the Settlement Administrator shall prepare and provide to Class

Counsel and Defense Counsel a list of each person who was issued a settlement payment and the amount of such payment;

19. Upon entry of this Order, all Settlement Class Members and the Plan shall be bound by the Settlement Agreement and by this Final Order.

SO ORDERED:

DATED: _____, 2013

s/
Harold A. Baker
United States District Judge