

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK**

**IF YOU WERE EMPLOYED BY "J-CAP"--THE QUEENS
VILLAGE COMMITTEE FOR MENTAL HEALTH FOR
JAMAICA COMMUNITY ADOLESCENT PROGRAM,
INC.--AND A VESTED MEMBER OF THE PENSION PLAN
WHO WAS ENTITLED TO RECEIVE A CONTRIBUTION TO
YOUR INDIVIDUAL ACCOUNT IN THE PENSION PLAN FOR
ANY OF THE JULY 1, 2008-JUNE 30 2009, JULY 1, 2009-JUNE
30, 2010, OR JULY 1, 2010-JUNE 30, 2011 YEARLY PERIODS,
YOU ARE PART OF A CLASS ACTION SETTLEMENT**

IMPORTANT

PLEASE READ THIS NOTICE CAREFULLY THIS NOTICE RELATES TO
THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF YOU ARE A
SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION
ABOUT YOUR RIGHTS TO OBJECT TO THE SETTLEMENT

**A Federal Court authorized this notice. You are not being sued.
This is not a solicitation from a lawyer**

A settlement has been reached in a class action lawsuit against the Queens Village Committee for Mental Health for Jamaica Community Adolescent Program, Inc. (Queens Village), three former executives of Queens Village: Diane Gonzalez, Nancy Bring and Hilda Ruiz ("named individual defendants"); and Delaware Charter Guaranty & Trust Company, d/b/a Principal Trust Company (Settling Defendants).

The class action lawsuit involves whether or not defendants Queens Village, Principal Trust Company, and Diane Gonzalez complied with their duties under the Employee Retirement Income Security Act of 1974 ("ERISA") with respect to the Queens Village Pension Plan and the plan participants, relating to contributions that Queens Village was required to make to the pension plan under the terms of the plan.

You are included as a Settlement Class Member if you are or were a participant (a member) of the pension plan and entitled to a contribution into your individual account in the plan of 7% of your compensation for any of the three plan years running from July 1, 2008-June 30, 2009; July 1, 2009-June 30, 2010; or July 1, 2010-June 30, 2011.

For purposes of settlement only, Settlement Class Counsel and the Settling Defendants have determined, from documents filed with the U.S. Department of Labor and the New York State Attorney General's office by Queens Village under penalty of perjury, that the total Queens Village contributions to the Plan for class members for these three plan years should have been \$580,966. For purposes of settlement, Settlement Class Counsel and Counsel for the Settling Defendants have determined from the pension plan's annual reports that for the period through June 30, 2020, the pension plan would have earned interest on these contributions at the rate of 7.85%. Had that interest rate applied, the interest on the contributions would have been approximately \$577,318, and the total of contributions and interest would have amounted to \$1,158,284.

The Settling Defendants have agreed to pay \$907,000 into a Settlement Fund. That is 78.3% of the contributions and interest (\$1,158,284) that Settlement Class Counsel and the Settling Defendants determined (for purposes of settlement only) that class members did not receive for those three plan years.

Queens Village has agreed to pay \$757,000 and Principal Trust Co. has agreed to pay \$150,000 into the Fund. In 2020, Queens Village became an affiliate of Acacia Network, Inc. In the Settlement Agreement, Acacia Network, Inc. unconditionally guaranteed payment of the money that Queens Village has agreed to pay into the Settlement Fund.

After payment from the Settlement Fund of an attorney's fee to Settlement Class Counsel of \$238,000, representing 26.25 % of the Settlement Amount; payment of an incentive fee award of \$5,000 to each of the five named plaintiffs who have prosecuted the litigation and approved of the Settlement; reimbursement to Settlement class counsel of current administrative expenses of \$1,750 and any additional actual expenses before the Court grants final approval of the Settlement; the Remaining Settlement Amount of approximately \$641,000 will be distributed to the Settlement Class members.

For purposes of settlement, from the Remaining Settlement Amount of \$641,000, each class member will receive what amounts to 100% of the amount of missed contributions that they were entitled to receive to their accounts for the three plan years in question; and a small amount (approximately 5%) of their share of what Settlement Class Counsel and Settling Defendants have determined would have been the plan's lost earnings on those contributions, through June 30, 2020.

THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OBJECT BY (Date)	You may write to the Court if you don't like the Settlement to explain why you object.
ATTEND A HEARING:	You may ask to speak in Court about the fairness of the Settlement.
DO NOTHING:	You will get a share of the Settlement benefits to which you are entitled.

Whether or not you object, you will give up your rights to sue the Settling Defendants about the allegations in this case if the Settlement is approved by the Court.

BASIC INFORMATION

1. What is this notice and why should I read it ?

A court authorized this notice to let you know about a proposed settlement of a class action lawsuit entitled Reed, et al., v. Queens Village Committee for Mental Health for Jamaica Community Adolescent Program, Inc., Plan Administrator, The J-CAP Pension Plan; et al., No. 18-3114 (AMD)(RL) (the "Action"), brought on behalf of the Settlement Class Members, and pending in the United States District Court for the Eastern District of New York. This notice describes the Settlement. Please read this notice carefully. Your rights—**and the deadlines to exercise them**—are explained in this notice. Please understand that if you are a Settlement Class Member, your legal rights are affected regardless of whether you act.

2. What is a class action lawsuit ?

A class action is a lawsuit in which one or more plaintiffs – in this case, four former Plan participants – sue on behalf of a group of people who allegedly have similar claims. After the Settling Defendants and the Plaintiffs reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and preliminarily determined that the case should be treated as a class action for settlement purposes. Among other things, this preliminary approval permits Settlement Class Members to comment on the Settlement before the Court makes a final determination as to whether to approve the Settlement. In a class action, the Court resolves the issues for all class members.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about ?

Plaintiffs allege that the Settling Defendants breached their fiduciary duties to the Queens Village Pension Plan and its participants by failing to take reasonable actions to cause Queens Village to make good on the money it was required to pay, but didn't pay, into the Pension Plan, to fund the benefits (7% of compensation, per year) that Plan participants had earned by working for Queens Village during the company 2008, 2009 or 2010 fiscal years.

Settling Defendants Nancy Brinn and Nilda Ruiz have been dismissed from the lawsuit, on the ground that they were not fiduciaries of the Pension Plan, but are still involved in the Settlement (they do not receive any money through the settlement). They deny plaintiffs' claims of wrongdoing. The other Settling Defendants also deny Plaintiffs' claims of wrongdoing and are settling the Action solely to avoid the expense, inconvenience and inherent risk and disruption of litigation.

4. Why is there a settlement ?

Plaintiffs filed this action in May, 2018 and filed a First Amended Complaint in September, 2018. The Settling Defendants moved to dismiss the action in November, 2018. Plaintiffs and the Settling Defendants engaged in extensive discovery of documents relating to the claims in the Action. By February, 2019, the Plaintiffs and the Settling Defendants jointly requested a stay of further discovery pending the Court's ruling on the Settling Defendants' Motions to Dismiss. In September, 2019, the Court granted the motions for Nancy Brinn and Nilda Ruiz, but denied the motions filed by the other Settling Defendants—Queens Village, Diane Gonzalez, and Principal Trust Company.

On October 11, 2019, upon the joint request of Plaintiffs and the remaining Settling Defendants, the Court stayed the litigation pending settlement discussions of the parties. The parties had been waiting to see whether Queens Village would become part of the Acacia Network. After Queens Village became an affiliate of the Acacia Network, the Plaintiffs and the Settling Defendants engaged in mediation through the Court's Alternate Dispute Resolution Program, and agreed upon a mediator through that Program.

The Parties reached a settlement of the Action earlier this year. Both sides determined it would be advantageous to avoid the cost and risk of additional court proceedings. The Settlement Class Members will receive substantial benefits that they would not receive if Plaintiffs had litigated their claims against the Settling Defendants and lost. The Named Class Representatives and their attorneys believe the Settlement is in the best interests of the Settlement Class members.

WHO IS INCLUDED IN THE SETTLEMENT ?

5. How Do I Know if I am in the Settlement Class ?

Everyone who falls within the following group is a member of the **Settlement Class**:

All participants in the Queens Village Pension Plan between July 1, 2008 and June 30, 2019 who were eligible but did not receive a contribution to their accounts in the Plan for at least one of the 2008, 2009, or 2010 plan years (July 1, 2008 to June 30, 2009; July 1, 2009 to June 30, 2010; or July 1, 2010 to June 30, 2011), and who were or have become vested in their benefits under the Plan with the exception of the Named Individual Defendants.

THE SETTLEMENT BENEFITS

6. What does the Settlement Provide ?

Queens Village and Principal Trust Company have agreed to pay \$907,000 as a Settlement Amount to resolve the claims of Settlement Class Members. Queens Village's contribution is \$757,000. The payment of this contribution is unconditionally guaranteed by the Acacia Network, Inc., which Queens Village became an affiliate of in 2020. Principal Trust Company's contribution is \$150,000. Under no circumstances can any part of the Settlement amount revert back to any of the Settling Defendants or Acacia.

The Settlement provides that each of the five named class representatives in the Settlement Agreement will receive, subject to Court approval, an incentive payment award of \$5,000 each.

The Settlement Agreement further provides that Settlement Class Counsel will request the Court to award them an attorney's fee from the proceeds of the Settlement, for representing the Settlement class and obtaining the Settlement Amount on their behalf, of \$238,000, which is 26.24 % of the Settlement Amount, and actual costs incurred in representing the Class, which to date are minimal—approximately \$1,750 and might end up being as much as \$3,000.

Out of the Remaining Settlement Amount of approximately \$641,000, each class member will receive what amounts to 100% of the amount of missed contributions that they were entitled to receive to their accounts for the three plan years in question; and a small amount (approximately 5%) of their share of what Settlement Class Counsel and Settling Defendants, for purposes of settlement, have calculated would have been the plan's lost earnings on those contributions, through June 30, 2020.

HOW TO GET BENEFITS

7. How do I get benefits ?

The Agreement provides that Queens Village will provide Class Counsel with a certified list of all participants in the Queens Village Pension Plan who were entitled to receive an allocation of the Queens Village contribution to the Plan in each of the 2008, 2009 and 2010 plan years, and the amount of their salaries and the amount of the contribution (7% of wages or salaries) that each should have received in each of those plan years.

If you are a Settlement Class Member, and you currently have an account in the plan, your share of the settlement proceeds will be deposited into your account in the plan. In addition, Queens Village has guaranteed that your individual account in the plan has received all of the contributions (of 1% of your compensation) that you were entitled to receive for your membership in the pension plan from the July 1, 2011-June 30, 2012 plan year through the July 1, 2019-June 30, 2020 plan year.

IF YOUR ACCOUNT IN THE PLAN HAS PREVIOUSLY BEEN CLOSED (FOR EXAMPLE, BECAUSE YOU RECEIVED A DISTRIBUTION OF YOUR ACCOUNT BALANCE), YOU MUST FILL OUT AND RETURN THE PAPERWORK ACCOMPANYING THIS NOTICE TO RECEIVE YOUR SHARE OF THE SETTLEMENT.

In that paperwork, you must elect whether or not to reopen your account in the Plan.

If you elect to reopen your account, your share of the settlement will be deposited into your re-opened account. In addition, your account will be reviewed to confirm that you received all of the yearly 1% contributions to accounts in the plan for plan years starting with the July 1, 2011-June 30, 2012 plan year, going forward, that you were entitled to receive, before your account was closed. To the extent there are any missing 1% contributions that you were entitled to receive, Queens Village also will pay any missing 1% contributions to your account, in addition to the payment that will be made to your account of your share of the settlement.

If you elect not to re-open your account, then Queens Village will send your share of the settlement to you, at the address you list on the paperwork. In addition, if you do not re-open your account, your account will not be subject to any further review.

Any class member whose account has been closed and who elects to receive their Settlement Amount in the form of a check should consult their tax advisor as to the tax consequences of receiving their settlement payment directly as a check.

8. When will I get my payment ?

The Settlement Agreement provides that within seven days after final Court approval of the Settlement Agreement, for any Class member who has an open account in the Plan, Queens Village will direct payment of the amounts that each member of the Settlement Class is entitled to receive from the Settlement into their accounts in the Plan.

See the attachment for an estimate of your share of the settlement amount.

THE LAWYERS REPRESENTING YOU

9. Who represents the Settlement Class ?

For purposes of settlement, the Court has appointed the attorneys who have been representing the Plaintiffs in this Action as Settlement Class Counsel. In addition, the Court appointed Plaintiffs Madeline Reed, Cynthia Spence, Ronald Sumter, and Djuana Davis, the plaintiff in a related action who also has been represented by the attorneys representing the Class, and a Class Member, to serve as the Class Representatives. They are also Settlement Class Members.

10. How will the lawyers be paid ?

Again, the Settlement Agreement provides that for representing the Settlement Class and obtaining the Settlement Amount on their behalf, Settlement Class Counsel will request the Court to award them an attorney's fee of \$238,000 from the Settlement Amount of \$907,000. That requested fee represents 26.24 % of the Settlement Amount.

YOUR RIGHTS AND OPTIONS

11. What is the effect of final approval of the Settlement ?

If the Court grants final approval of the Settlement, a final order and judgment dismissing the Plaintiffs' claims against the Settling Defendants will be entered in the Action. Payments under the Settlement will then be made.

Settlement Class Members will be releasing claims against any of the Settling Defendants concerning the conduct that the Plaintiffs allege in their First Amended Complaint. No Settlement Class Member will be permitted to assert these claims in any other litigation against the Settling Defendants. No settlement class member will be permitted to assert any claim attempting to recover the 7% contributions, and interest, for the three plan years, 2008-09, 2009-10, and 2010-11, as well as any claims to any of the 1% contributions to the plan that you earned,

and interest on those contributions, for plan years from the 2011 plan year through the 2019 plan year, ending June 30, 2020.

If you object to the terms of the Settlement Agreement, you may notify the Court of your objection. If the Settlement is not approved, the Action will proceed against the Settling Defendants (except Nancy Brinn and Nilda Ruiz, who have been dismissed as defendants) as if no settlement had been attempted or reached.

If the Settlement is not approved and the Action resumes, there is no guaranty that members of any Settlement Class will recover more than is provided for under the Settlement, or anything at all.

12. How do I get out of the Settlement ?

If the Court approves the Settlement, you will be bound by it and receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of your objection to the Settlement. If the Court approves the Settlement, it will do so under Federal Rule of Civil Procedure 23(b)(1), which does not permit Settlement Class Members to opt out of the Class.

13. How do I object to the Settlement ?

You can object to the Settlement if you don't like any part of it. If you object, you must give the reasons why you think the Court should not approve the Settlement. The Court will consider your views.

Your objection must be in writing and should include the case name, Reed, et al. v. Queens Village Committee for Mental Health for Jamaica Community Adolescent Program, Inc. (J-CAP), Plan Adm., J-CAP Pension Plan, et al., Civil Action No. 18-3114 (E.D.N.Y.)(AMD) (RL), as well as your (a) name; (b) address; (c) a statement that you are a member of the Settlement Class; (d) the specific grounds for the objection, including all arguments, citations and evidence supporting the objection; (e) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); (f) your signature; and (g) a notice of intention to appear at the Fairness Hearing (if applicable). (If you are represented by counsel, you or your counsel may file your objection through the Court's CM/ECF system). The Court will consider all properly filed comments from Settlement Class Members. If you wish to appear and be heard at the Fairness Hearing in addition to submitting a written objection to the Settlement, you or your attorney should say so in your written objection.

Your objection to the Settlement must be postmarked no later than October 15, 2021, and must be sent to the Court and the Attorneys at the addresses below:

Court:

Clerk of the Court
United States District Court for the
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Settlement Class Counsel: Robert L. Liebross, Esq.
Law Office of Robert L. Liebross
259-27 148th Drive
Rosedale, NY 11422
rliebross@liebrosslaw.com

Queens Village Counsel: Kerstin M. Miller, Esq.
SMITH & DOWNEY, P.A.
320 E. Towsontown Blvd., Suite 1E
Baltimore, MD 21286
kmiller@smithdowney.com

Principal Trust Company Counsel: Samuel Levin, Esq. (slevin@groom.com)
Lars Golumbic, Esq. (lgolumbic@groom.com)
Groom Law Group
1701 Pennsylvania Avenue, N.W., Suite 1200
Washington, D.C. 20006

THE COURT'S FAIRNESS HEARING

14. When and where will the Court hold a hearing on the Fairness of the Settlement ?

A Fairness Hearing has been set for December 2, 2021, at 10:30 am, before the Honorable Robert M. Levy, United States Magistrate Judge, at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201, in Courtroom 11B.

During the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Settlement Class Counsel as an award of attorney's fees from the Settlement Amount. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court.

Note: The date, format and time of the Fairness Hearing are subject to change by Court order, including setting a virtual or telephonic hearing in lieu of an in person hearing in light of the COVID-19 pandemic. Any changes to the hearing date, format or time will be posted at www.liebrosslaw.com/J-CAP Pension Class Settlement Information.

15. Do I have to attend the Fairness Hearing ?

No. Class Counsel will answer any questions about the Settlement that the Court may have. But you are welcome to attend. You may also pay another lawyer to attend, but you don't have to.

16. May I speak at the hearing ?

You may ask the Court for permission to speak at the Hearing concerning any part of the proposed Settlement by following the instructions in number 12, above.

GETTING MORE INFORMATION

This Class Notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreement. You can view the Settlement Agreement and get more information at:

www.liebrosslaw.com/J-CAP Pension Class Settlement Information

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, J-CAP, PRINCIPAL TRUST COMPANY, OR ANY OF THE INDIVIDUAL DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.