

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

RONDA A. PLEDGER, *et al.*,

*Plaintiffs,*

v.

RELIANCE TRUST COMPANY, *et al.*,

*Defendants.*

Civil Action No.  
1:15-cv-04444-MHC

**NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

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

All participants and beneficiaries of the Insperty 401(k) Plan from December 22, 2009 through March 31, 2019, excluding the Defendants.

The Class Period is defined as December 22, 2009 through March 31, 2019. The Class definition includes any Beneficiary of a deceased person who participated in the Plan at any time during the Class Period, and/or Alternative Payee, 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.

For purposes of this Notice, if not defined herein, capitalized terms have the definitions in the Settlement Agreement, which is incorporated herein by reference.

**PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.**

- The Court has given its preliminary approval to a proposed settlement (the “Settlement”) of a class action lawsuit brought by certain participants in the Insperty 401(k) Plan (“Plan”) against Reliance Trust Company, Insperty, Inc., Insperty Holdings, Inc., and Insperty Retirement Services, L.P. (collectively “Defendants”), alleging violations of the Employee Retirement Income Security Act (“ERISA”). The Settlement will provide for the allocation of monies directly into the individual accounts of the Settlement Class who had Plan accounts during the Class Period with a balance greater than \$0 as of September 30, 2020 (“Current Participants”). Class Members who are entitled to a distribution but who no longer had a Plan account with a balance greater than \$0 as of September 30, 2020 (“Former Participants”) will receive their allocation in the form of a check mailed to their last known address or a rollover, if elected.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated October 12, 2020. 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.Insperty401kplansettlement.com](http://www.Insperty401kplansettlement.com). Any amendments to the Settlement Agreement or any other settlement documents will be posted on that website. You should visit that website if you would like more information about the Settlement and any subsequent amendments to the Settlement Agreement or other changes, including changes to the Plan of Allocation, the date, time, or location of the Fairness Hearing, or other Court orders concerning the Settlement.
- Your rights and options — and the deadlines to exercise them — are explained in this Settlement Notice.
- The Court still has to decide whether to give its final approval to the Settlement. Payments under the Settlement will be made only if the Court finally approves the Settlement and that final approval is upheld in the event of any appeal.

- A hearing on the final approval of the Settlement and for approval of the Class Representatives’ petition for Attorneys’ Fees and Costs and for Class Representatives’ Compensation will take place on March 5, 2021 at 9:30 a.m., before United States District Court Judge Mark H. Cohen in Courtroom 1905, United States Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303.
- Any objections to the Settlement, to the petition for Attorneys’ Fees and Costs or to Class Representatives’ Compensation, must be served in writing on Class Counsel and Defendant’s Counsel, as identified on page 7 of this Settlement Notice.
- 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, may be obtained at [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com).

**According to the Plan’s records, you are a Former Participant. If you believe instead that you meet the definition of a Current Participant, please contact the Settlement Administrator. Former Participants are individuals who no longer had an account balance greater than \$0 as of September 30, 2020.**

**YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:**

**OUR RECORDS INDICATE THAT YOU ARE A FORMER PARTICIPANT. YOU MUST RETURN THE ENCLOSED FORMER PARTICIPANT CLAIM FORM BY MARCH 4, 2021 TO PARTICIPATE IN THE SETTLEMENT**

The Plan’s records indicate that you are a Former Participant. You must return a Former Participant Claim Form that is postmarked by March 4, 2021 or completed online and filed electronically through the website [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com) by March 4, 2021, in order to receive a check for your share of the Net Settlement Amount. If you are a Former Participant, and you do not return the Former Participant Claim Form that is postmarked by March 4, 2021, or submitted electronically by March 4, 2021, you will forfeit your share of the Net Settlement Amount. A claim form also can be obtained by accessing [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com).

**YOU CAN OBJECT (NO LATER THAN FEBRUARY 3, 2021)**

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. The Court has authorized the parties to seek discovery, including the production of documents and appearance at a deposition, from any person who files an objection.

**YOU CAN ATTEND A HEARING ON MARCH 5, 2021**

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 by February 23, 2021, of your intention to appear at the hearing.

## **The Class Action**

The case is called *Pledger, et al. v. Reliance Trust, et al.*, Case No. 1:15-cv-4444-MHC (N.D. Ga.) (the “Class Action”). The Court supervising the case is the United States District Court for the Northern District of Georgia. The individuals who brought this suit are called Class Representatives, and the entity and individuals they sued are called the Defendants. The Class Representatives are current and former participants in the Plan. The Defendants are Reliance Trust Company, Insperity, Inc., Insperity Holdings, Inc., and Insperity Retirement Services, L.P. The Class Representatives’ claims are described below, and additional information about them is available at [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com).

## **What Does the Settlement Provide?**

The Settlement was reached on October 12, 2020, between the Class Representatives and Reliance Trust Company (the “Settling Parties”). Insperity, Inc., Insperity Holdings, Inc., and Insperity Retirement Services, L.P. are not parties to the Settlement. Nevertheless, these entities are covered by the Release. Class Counsel filed this action on December 22, 2015. Since the filing of the case and for a period of over four and a half years, the parties engaged in substantial litigation. Class Counsel devoted substantial time and effort to review and analyze approximately 98,000 documents (over 500,000 pages) produced by Defendants and many other documents, including U.S. Department of Labor Forms 5500 and other publicly available documents, and conducted over 19 depositions to support their underlying claims. The Settling Parties participated in a mediation with a nationally recognized mediator who has extensive experience in resolving complex class action claims. Only after a two-week trial and subsequent arm’s length negotiation after trial were the Settling Parties able to agree to the terms of the Settlement.

Under the Settlement, a Qualified Settlement Fund of \$39,800,000 will be established to resolve the Class Action. The Net Settlement Amount is \$39,800,000 minus any Administrative Expenses, taxes, tax expenses, Court-approved Attorneys’ Fees and Costs, Class Representatives’ Compensation, and other approved expenses of the litigation.

The Net Settlement Amount will be allocated to Class Members according to a Plan of Allocation to be approved by the Court. Class Members fall into two categories: Current Participants and Former Participants. Allocations to Current Participants who are entitled to a distribution under the Plan of Allocation will be made into their existing Plan accounts. Former Participants who are entitled to a distribution will receive their distribution as a check mailed to their last known address or, if they elect, as a rollover to a qualified retirement account.

## **Release**

All Class Members and anyone making a claim on their behalf will fully release the Plan as well as Defendants and other “Released Parties” from “Released Claims.” The Released Parties include, in addition to Defendants and their employees, affiliates, and agents, the Plan’s fiduciaries (with the exception of the Independent Fiduciary), administrators, plan administrators, recordkeepers, service providers, consultants and parties-in-interest, and the employers that elected to participate in the Plan, and their employees, affiliates and agents.

The Released Claims include, with respect to the Class Period, all claims that arise out of, relate to, are based on, or have any connection with: (1) the selection, oversight, retention, or performance of the Plan’s investment options and service providers; (2) fees, costs, or expenses charged to, paid, or reimbursed by the Plan; (3) the revenue sharing made available to or in respect of the Plan and the use or disposition of those revenue sharing payments; (4) the services provided to the Plan or the costs of those services; or (5) disclosures or failures to disclose information regarding the Plan’s investment options, fees, costs, expenses, services, or service providers, as well as all claims that were asserted or might have been asserted in the Class Action or would be barred by the principle of res judicata had the claims asserted been fully litigated and resulted in final judgment. In addition, the Released Claims include all claims relating to the implementation of the Settlement.

This is only a summary of the Released Claims and not a binding description of the Released Claims. The actual governing release is found within the Settlement Agreement at [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com). Generally, the release means that Class Members will not have the right to sue the Defendants or the Released Parties for conduct arising out of or relating to the allegations in the Class Action.

This is only a summary of the Settlement. The entire Settlement Agreement is at [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com).

### **Statement of Attorneys' Fees and Costs Sought in the Class Action**

Since mid-2015, Class Counsel has devoted over 15,000 hours investigating potential claims and litigating this case through trial. Class Counsel reviewed over 500,000 pages of documents produced in this case, conducted a substantial number of depositions, and prior to filing this action, analyzed thousands of pages of publicly filed documents, including those filed with the Department of Labor, to support their claims. Class Counsel took the entire risk of litigation and has not been paid for any of their time or for any of their costs incurred in bringing this action. Class Counsel has also agreed: (1) to undertake the additional risk of paying half of the costs of the settlement process if the Settlement is not approved; (2) to monitor for three years compliance with the Settlement Agreement; (3) to enforce the Settlement Agreement in accordance with its terms; and (4) to do each of these without additional pay.

Class Counsel will apply to the Court for payment of Attorneys' Fees and Costs for their work in the case. The amount of fees (not including costs) that Class Counsel will request will not exceed one-third of the Settlement Amount, \$13,266,667, in addition to no more than \$750,000 in litigation costs. Class Counsel will not seek to receive any interest earned by the Qualified Settlement Fund, which will be added to the amount received by the Class. Any Attorneys' Fees and Costs awarded by the Court to Class Counsel will be paid from the Qualified Settlement Fund and must be approved by the Court.

As is customary in class actions, in which the Class Representatives have spent time and effort on the litigation, Class Counsel also will ask the Court to approve payments, not to exceed \$25,000 each, for five Class Representatives who took on the risk of litigation, devoted considerable time, and committed to spend the time necessary to bring the case to conclusion. Their activities included assisting Class Counsel in the factual investigation of the case, actively participating in the litigation, and continuing to provide information to Class Counsel to assist in the development of the case. When required, the Class Representatives were deposed by Defendants' attorneys and testified at trial. Any Class Representatives' Compensation awarded by the Court will be paid from the Qualified Settlement Fund.

A full application for Attorneys' Fees and Costs and for Class Representatives' Compensation will be filed with the Court and made available on the Settlement Website, [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com).

## **1. Why Did I Receive This Settlement Notice?**

The Court caused this Settlement Notice to be sent to you because the Plan's records indicate that you may be a Class Member. If you fall within the definition of the 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 give its final approval to the Settlement. If the Court approves the Settlement, and after any objections and appeals, if any, are resolved, the Net Settlement Amount will be allocated among Class Members according to a Court-approved Plan of Allocation.

## **2. What Is The Class Action About?**

In the Class Action, the Class Representatives alleged that during the Class Period Defendants violated the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. §1132, *et seq.*, with

respect to their operation and administration of the Plan. In relevant part, they alleged Defendants caused the Plan to pay unreasonable administrative and investment expenses and invest in the Insuperity Horizon Risk-Managed target date funds, which Plaintiffs claim were unlawfully added to the Plan.

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 Class or the Plan have suffered any harm or damage for which Defendants could or should be held responsible, as Defendants contend that they acted prudently and in keeping with their fiduciary responsibilities under ERISA by monitoring, reviewing and evaluating the Plan's investment options, by monitoring, reviewing and evaluating the administrative fees paid by the Plan, by eliminating or adding investment options when appropriate and by ensuring the Plan paid reasonable fees for the services provided.

### **3. Why Is There A Settlement?**

The Court has not reached a final decision as to the Class Representatives' claims. Instead, the Class Representatives and Reliance Trust Company have agreed to the Settlement. The Settlement is the product of extensive negotiations between Class Counsel and Reliance Trust Company's counsel, including an all-day session with a private national mediator and subsequent additional arm's length negotiations. The Settling Parties only reached a settlement after completing an extensive two-week trial. 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, who are highly experienced in this kind of matter, believe that the Settlement is best for all Class Members.

### **4. How Much Will My Distribution Be?**

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's recordkeeper, or, if on September 30, 2020, you either no longer had a Plan account or had a Plan account with no money in it, based upon your Former Participant Claim Form. Calculations regarding the individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation.

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

The Plan of Allocation will allocate the Net Settlement Fund among Current and Authorized Former Participants as follows:

The Net Settlement Amount shall be divided into two portions: (1) the Insuperity Horizon Risk-Managed Funds Portion ("Horizon Funds Portion") shall be ninety percent (90%) of the Net Settlement Amount; and (2) the Administrative and Investment Fee Portion ("Fee Portion") shall be ten percent (10%) of the Net Settlement Amount.

The Horizon Funds Portion will be allocated among Class Members as follows: a percentage of the Horizon Fund Portion that is the product of the sum of the participant's quarter-ending account balances invested in the Insuperity Horizon Risk-Managed Funds for each quarter from December 31, 2012 through March 31, 2017 divided by the sum of the quarter-ending balances of all Current and Authorized Former Participants in the Insuperity Horizon Risk-Managed Funds for each quarter during that period.

The Fee Portion will be allocated among Class Members as follows: a percentage of the Fee Portion that is the product of the participant's quarter-ending account balances for each quarter from December 31, 2009

through March 31, 2019 divided by the sum of the quarter-ending balances of all Current and Authorized Former Participants for each quarter during that period.

No amount shall be distributed to a Class Member that is ten dollars (\$10.00) or less, because such an amount is de minimis and would cost more in processing than its value. The method of making these calculations is described in the Plan of Allocation, found in Article 6 of the Settlement Agreement and available at [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com).

There are over 220,000 Class Members.

Note that if you are an alternate payee pursuant to a Qualified Domestic Relations Order, you will receive a check if and to the extent you are entitled to receive a portion of a Current Participant's or Authorized Former Participant's allocation under the Settlement Agreement in accordance with the plan of allocation as if you are a Current Participant or Authorized Former Participant.

## 5. 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." **According to the Plan's records, you are a Former Participant. Therefore, you need to return your Claim Form or submit your claim online to receive your share of the Settlement.**

## 6. When Will I Receive My Distribution?

The timing of the distribution of the Net Settlement Amount is conditioned on several matters, including the Court's final 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 likely will occur during the second half of 2021.

**There Will Be No Payments Under The Settlement If The Settlement Agreement Is Terminated.**

## 7. Can I Get Out Of The Settlement?

No. The Class was certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Class Member, you are bound by any judgments or orders that are entered in the Class Action for all claims that were asserted in the Class Action or are otherwise included as Released Claims under the Settlement.

## 8. Do I Have A Lawyer In The Case?

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

## 9. 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. Class Counsel has agreed to limit their application for an award of Attorneys' Fees and Costs to not more than \$13,266,267 in fees and \$750,000 in costs and Class Counsel will also monitor compliance with the Settlement for three years without charge and has committed to bring an enforcement action, if needed, to enforce the Settlement, also with no charge. The Court will determine what fees and costs will be approved.

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

If you are a Class Member, you can tell the Court that you do not agree with the Settlement or some part of it. To object, you must send the Court a written statement that you object to the Settlement in *Pledger, et al., v. Reliance Trust, et al.*, Case No.1:15-cv-4444-MHC (N.D. Ga.). 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 February 3, 2021**. The Court's address is Clerk of the Court, United States District Court for the Northern District of Georgia, 75 Ted Turner Drive, S.W., Atlanta, GA 30303. Your written objection also must be mailed to the lawyers listed below, **no later than February 3, 2021**. Please note that the Court's Order Granting Preliminary Approval of this Settlement provides that any party to the litigation may, but is not required to, serve discovery requests, including requests for documents and notice of deposition not to exceed two hours in length, on any objector. Any responses to discovery, or any depositions, must be completed within ten days of the request being served on the objector.

CLASS COUNSEL	DEFENDANTS' COUNSEL
SCHLICHTER, BOGARD & DENTON Attn: Insperity 401(k) Plan Settlement 100 S. Fourth St., Suite 1200 St. Louis, MO 63102 Insperity401kplansettlement@uselaws.com	O'MELVENY & MYERS LLP Attn: Brian D. Boyle 1625 Eye Street, N.W. Washington, D.C. 20006 ALSTON & BIRD LLP Attn: Emily Costin The Atlantic Building 950 F. Street, NW Washington, D.C. 20004

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

The Court will hold a Fairness Hearing at 9:30 a.m. on March 5, 2021 at the United States District Court for the Northern District of Georgia, Courtroom 1905, 75 Ted Turner Drive, SW, Atlanta, GA 30303.

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 give its final approval to the Settlement. The Court also will consider the petition for Class Counsel's Attorneys' Fees and Costs and any Class Representatives' Compensation.

## 12. 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 the 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, but such attendance is not necessary.

## 13. May I Speak At The Fairness Hearing?

If you are a 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 *Pledger, et al. v. Reliance Trust, et al.*, Case No. 1:15-cv-4444-MHC." 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. 10, **no later than February 23, 2021**.

#### **14. What Happens If I Do Nothing At All?**

If you are a “Current Participant” as defined on page 1, 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.

**According to the Plan’s records, you are a Former Participant.** If you are a “Former Participant” as defined on page 1, 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 finally approved, **BUT YOU WILL NOT RECEIVE ANY MONEY UNLESS YOU SUBMIT A FORMER PARTICIPANT CLAIM FORM.**

#### **15. How Do I Get More Information?**

If you have general questions regarding the Settlement, you can visit this website: [www.Insperity401kplansettlement.com](http://www.Insperity401kplansettlement.com), call 888-925-1043, or write to the Settlement Administrator at Insperity 401(k) Plan Settlement Administrator, P.O. Box 2007, Chanhassen, MN 55317-2007.