

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
No 5:21-CV-00190-D

SARAH CONTE, JOANNE TOUCHBERRY,) CLASS ACTION
TEKISHA L. NICHOLSON, TOBY)
BELIVEAU, ALEXANDER CARLISLE, and) DECLARATION OF THEODORE J.
EARLENE N. HUNTER, Individually and on) PINTAR IN SUPPORT OF FINAL
Behalf of the WakeMed 403(b) Plan and All) APPROVAL OF CLASS ACTION
Others Similarly Situated, Individually and on) SETTLEMENT, APPROVAL OF PLAN OF
Behalf of All Others Similarly Situated,) ALLOCATION, AND AN AWARD OF
Plaintiff,) ATTORNEYS' FEES, EXPENSES, AND
) SERVICE AWARDS
)
vs.)
)
WAKEMED,)
)
Defendants.)
)
_____)

I, THEODORE J. PINTAR, declare as follows:

1. I am a member of the law firm Robbins Geller Rudman & Dowd LLP, and I represent Plaintiffs Sarah Conte, Joanne Touchberry, Tekisha L. Nicholson, Toby Beliveau, Alexander Carlisle and Earlene N. Hunter in this action. I have knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.

2. On December 10, 2021, Fiduciary Counselors Inc., (“Fiduciary Counselors”) issued the Report of the Independent Fiduciary for the Settlement in *Conte, et al. v. WakeMed, et al.* (the “Report”) a true and correct copy of which is attached hereto as Exhibit 1.

3. As discussed in the Report, Fiduciary Counselors reviewed key documents in this action and conducted separate telephone interviews with counsel for Plaintiffs and Defendant, and determined, among other things, the following:

- The Settlement terms, including the scope of the release of claims, the amount of cash received by the Plan and the amount of any attorneys’ fee award or any other sums to be paid from the recovery, are reasonable in light of the Plan’s likelihood of full recovery, the risks and costs of litigation, and the value of claims forgone.
- The terms and conditions of the transaction are no less favorable to the Plan than comparable arm’s-length terms and conditions that would have been agreed to by unrelated parties under similar circumstances.
- The transaction is not part of an agreement, arrangement or understanding designed to benefit a party in interest.
- The transaction is not described in Prohibited Transaction Exemption (“PTE”) 76-1.
- All terms of the Settlement are specifically described in the written settlement agreement; and

- To the extent there is non-cash consideration, it is in the interest of Plan participants and beneficiaries, and the Plan is receiving no assets other than cash in the Settlement.

4. Based on the determinations made about the Settlement, Fiduciary Counselors approved and authorized the Settlement on behalf of the Plan in accordance with PTE 2003-39.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 13th day of December, 2021, at San Diego, California.



THEODORE J. PINTAR