

Mid-America
Pension Rights
PROJECT

Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

December 23, 2009

Reatha McAllister
14100 Lakeshore Blvd. Apt. 208
Cleveland, Ohio 44110

Re:pension benefits

Dear Ms. McAllister:

Enclosed please find an Authorization for Release of Information. Please sign this document and return it to me. This form will allow me to obtain your confidential pension information. When I receive your signed release form, I will send a pension inquiry to Grace Hospital. I will call you to discuss any information I receive. I am also enclosing some information about the Pension Rights Project. Please call if you have any questions.

Sincerely,

Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Enclosures

Mid-America
Pension Rights
PROJECT

Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

January 7, 2010

Pension Plan Administrator
Grace Hospital
2307 W. 14th St.
Cleveland, Ohio 44113-3612

Via Certified Mail

Re: Reatha G. McAllister

Dear Pension Plan Administrator:

I am writing to you on behalf of Reatha G. McAllister. Her signed Authorization for the Release of Information is enclosed. Ms. McAllister worked as a nurse's aide at Grace Hospital for about 14 years in the 1970s and 1980s. She is interested in obtaining information about her pension benefits. Accordingly, I am requesting that you send me the follow information:

1. A copy of Ms. McAllister's pension file.
2. A copy of the pension plan document effective upon Ms. McAllister's termination of employment in the 1980s.
3. A pension benefit estimate for Ms. McAllister.
4. An application for pension benefits.

These requests are made pursuant to Sections 104 and 503 of the Employee Retirement Security Act of 1974 (ERISA) and applicable Department of Labor regulations. I look forward to your response within 30 days. Thank-you in advance for your prompt attention to this matter.

Sincerely,

Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Enclosure
cc: Reatha McAllister

GRACE HOSPITAL

Long Term Acute Care

2307 West 14th Street
Cleveland, Ohio 44113
Phone 216-687-1500
Fax: 216-687-4012

January 20, 2010

Ms. Gail W. Webb, Esq.
Mid-America Pension Rights Project
7162 Reading Road, Suite 1150
Cincinnati, OH 45237

RE: Reatha G. McAllister

Dear Ms. Webb:

In response to your letter of January 7, 2010, I am enclosing the following documents:

1. A copy of the Summary Listing – GCHA Benefit Statement of 1/1/1987, and the Equitable Retirement Authorization.
2. I am unable to locate a copy of the pension plan document and I am providing a copy of the Procedure Manual dated July of 1985 as the best contemporaneous record I have available.
3. A pension benefit estimate for Ms. McAllister – See the Benefit Statement referred to in number 1 above.
4. Application for pension benefits – the plan was terminated in 1988 and no such forms remain available.

You may be aware that GCHA does not have a record of Ms. McAllister in their files. Our records indicate that she was vested in the plan and is eligible for pension benefits based on the documents we have located.

If you require any additional information, please feel free to contact me.

Very truly yours,



Mary K. Chentnik, J.D., RHIT, CPHQ, CRM
Administrative Director of Human Resources

Enc.

Grace Hospital



Phone: 216-476-2704
Fax: 216-476-2706

Grace Hospital



Phone: 216-529-7186
Fax: 216-227-2653

Grace Hospital



Phone: 216-761-2900
Fax: 216-761-2911

SUMMARY LISTING - G.C.H.A. BENEFIT STATEMENTS - 01/01/87
 GRADE HOSPITAL

PAGE: 2
 JULY, 1987

NAME	SS#	V DATE OF BIRTH	LOCATION #	14.0 NORMAL 100% EAR VEST RETIRE VEST %	ACCR BEN	NOR RET BEN	FAP AB	FAP NRB	PIA 65	BSR 25	CSX ---	7.5 CODE DATA ANAL CC MIN 1 2 SEE KEY / CC BEN
A 110333		120198	1987 1987 100	285	451	1604	1590	689	1.000	0.623	0 4 5	M
A 071638		080103	1993 1993 0	58	356	1948	2164	801	0.522	0.194	0 4 5	M
A 092759		100124	1987 1987 0	65	400	1190	1331	531	1.000	0.197	0 4 5	M
A 100435		110100	1987 1987 100	128	348	1134	1295	599	1.000	0.478	144 4 5	M
A 110446		120111	1993 1993 0	10	104	952	1037	481	0.374	0.110	0 7 5	E
A 020251		030116	1987 1987 100	112	511	1370	1699	677	1.000	0.322	171 4 5	M
A 091145		100110	1988 1988 0	193	688	2166	2137	761	1.000	0.275	0 4 5	M
A 011850		020115	1987 1987 100	92	329	1073	1180	522	1.000	0.334	222 4 5	M
A 125332		010198	1987 1987 100	229	407	1415	1465	650	1.000	0.600	181 4 5	M
A 022948		030113	1987 1987 100	285	961	2886	2766	844	1.000	0.310	0 4 5	M
A 080827		090192	1987 1987 100	121	322	2004	2302	792	0.427	0.469	0 4 5	M
A 072636		080101	1991 1991 0	50	284	1283	1451	650	0.710	0.222	0 4 5	M
A 092849		100114	1993 1993 0	38	394	1181	1366	578	1.000	0.126	0 4 5	M
A 072347		080112	1993 1993 0	78	771	2009	2329	787	1.000	0.128	0 4 5	M
A 110440		120105	1987 1987 100	246	494	1706	1687	700	1.000	0.489	406 4 5	M
A 072956		080121	1987 1987 100	64	302	1008	1083	479	1.000	0.240	0 4 5	M
A 052347		070112	1995 1995 0	0 *	0 *	1892	2138	762	1.000	0.056	0 4 5	M
A 020463		030128	1992 1992 0	31	463	1196	1498	571	1.000	0.099	0 4 5	M
A 062624		070189	1987 1987 100	257	292	1089	1098	467	0.927	0.892	121 4 5	M
A 100956		110121	1987 1987 0	57	310	1015	1107	486	1.000	0.217	0 4 5	M
A 060963		070128	1995 1995 0	0 *	0 *	1705	1927	681	1.000	0.029	0 4 5	M
A 032026		040191	1987 1987 100	767	1057	4212	4212	803	0.620	0.726	0 4 5	M
A 122028		010194	1987 1987 100	103	246	1704	1777	730	0.470	0.451	0 4 5	M
A 040826		050191	1987 1987 100	616	851	2209	2491	789	1.000	0.868	253 4 5	M
A 031846		040111	1987 1987 100	285	1086	2699	3047	875	1.000	0.312	0 4 5	M
A 070858		080123	1994 1994 0	21	374	1134	1268	520	1.000	0.088	0 4 5	M
A 052158		060123	1987 1987 100	79	452	1285	1486	582	1.000	0.225	0 4 5	M
A 020131		020196	1987 1987 100	162	312	1197	1285	593	0.900	0.596	151 4 5	M
A 100330		110195	1987 1987 100	459	630	2019	2043	783	1.000	0.743	400 4 5	M
A 111442		120107	1988 1988 0	72	257	963	987	473	1.000	0.291	0 7 5	M
A 042225		050190	1987 1987 100	316	447	2366	2461	773	0.530	0.750	0 4 5	M
A 110744		120109	1987 1987 100	366	817	2419	2432	798	1.000	0.451	588 4 5	M
A 110561		120126	1990 1990 0	33	315	844	1087	457	1.000	0.132	0 7 5	M
A 021543		030108	1987 1987 100	190	466	1465	1579	646	1.000	0.463	317 4 5	M
A 083139		090104	1989 1989 0	314	1308	2777	3586	935	0.987	0.312	0 4 5	M
A 051264		060129	1994 1994 0	14	349	1027	1181	483	1.000	0.052	0 4 5	M
A 042542		050107	1987 1987 100	368	961	2396	2762	840	1.000	0.473	530 4 5	M
A 041753		050118	1988 1988 0	59	306	1056	1111	500	1.000	0.213	0 4 5	M
A 112143		120108	1987 1987 100	149	339	1320	1216	537	1.000	0.381	212 4 5	M
A 041216		050181	1987 1987 100	310	310	1110	1110	490	1.000	1.000	61 4 5	J
A 050360		060125	1994 1994 0	18	317	926	1092	458	1.000	0.072	0 7 5	M
A 121435		010101	1987 1987 100	251	981	1264	1392	549	1.000	0.478	255 4 5	M
A 061542		070107	1987 1987 100	325	944	2567	2724	836	1.000	0.376	626 4 5	M
A 052839		060104	1994 1994 0	41	405	1565	1787	734	0.770	0.128	0 4 5	M
A 060141		060106	1987 1987 100	223	432	1425	1503	639	1.000	0.568	295 4 5	M
A 102724		110189	1987 1987 100	276	339	1126	1188	509	1.000	0.893	122 4 5	M
A 101452		110117	1987 1987 100	146	567	1814	1858	724	1.000	0.267	0 4 5	M
A 021750		070115	1992 1992 0	63	467	1495	1575	640	1.000	0.146	0 4 5	M
A 112328		010194	1987 1987 100	382	527	1698	1798	734	1.000	0.793	283 4 5	M

GRACE HOSPITAL

RETIREMENT PLAN

Benefit Statement as of January 1, 1987 for:

MC ALLISTER, REATHA

The following information was used to calculate your Benefit Statement.

Date of Birth: 11/21/43

Normal Retirement Date: 12/01/08

Date of Hire*: 06/04/73

Social Security No.: 269-42-2286

Date of Entry: 07/01/74

1986 Compensation*: \$ 14,594

* as used for pension purposes

As of January 1, 1987 (Accrued Benefit)

\$ 149 is your estimated monthly pension benefit payable at your Normal Retirement Date.

100 % is your vesting percent.

Based on your vesting percentage, if you terminated employment on 01/01/87, you would have an estimated monthly benefit of \$ 149, payable at Normal Retirement Date.

If you continue working until 12/01/2008,

\$ 339 is your ESTIMATED projected monthly pension benefit payable at your Normal Retirement Date. This estimate assumes that you continue working for this employer and that you earn the same amount of pay shown above every year until Normal Retirement Date.

IMPORTANT

For Additional Information Regarding Your Plan Benefit,
Please Read the Reverse Side of This Statement.

M-256

Eligible 7/1/74

EQUITABLE RETIREMENT AUTHORIZATION

Name Reatha MC ALLISTER (Mrs.)

Date of Employment 6/4/73 N.A.

Entry Date 7-1-74

Certificate No. _____

Sex F

Salary # 469.07/pmo.

I hereby Certify that my date of birth is 11/21/43

Date signed 6/4/73 Reatha G. McAllister
Signature of Employee

Team of 10

✓

SSA 2089-112-2280



Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

February 4, 2010

Mary K. Chentnik
Grace Hospital
2307 W. 14th St.
Cleveland, Ohio 44113

Re: Reatha McAllister

Dear Ms. Chentnik:

Thank-you for your January 20 letter regarding my client Reatha McAllister. I had asked for a pension application, and your response was that the plan was terminated and no forms are available. Please let me know what happened to the pension upon termination. Were annuities purchased, and if so, from what insurance company? Ms. McAllister would like to apply for benefits and needs to know how to do so. Thank-you for your assistance with this matter.

Sincerely,

Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Cc: Reatha McAllister

*Helping with Pension and Retirement Benefit Problems in
Kentucky, Michigan, Ohio, Pennsylvania and Tennessee*

Funded by the United States Administration on Aging

GRACE HOSPITAL

Long Term Acute Care

Riveredge Medical Bldg., Suite 2
17730 Lorain Avenue
Cleveland, OH 44111
Phone 216-456-3893
Fax: 216-242-2648

Ms. Gail W. Webb
Attorney at Law
Mid-America Pension Rights Project
7162 Reading Road, Suite 1150
Cincinnati, OH 45237

Re: Reatha McAllister

Dear Ms. Webb:

This is in response to your February 4th letter with respect to the above named individual.

The limited documentation that remains in the Grace Hospital files with respect to the Grace Hospital Retirement Plan (the "Plan") indicates that the Plan was terminated and wound up in 1989, by the Hospital's purchase of a group annuity contract from Nationwide Insurance Company. Per the contract specifications and direction of the Greater Cleveland Hospital Association at that time, Grace Hospital forwarded the quoted premium to Nationwide for annuity coverage for all Plan participants.

By correspondence dated October 30, 2008 to the Greater Cleveland Hospital Association regarding Ms. McAllister (copy enclosed), Grace Hospital indicated that it was the Hospital's understanding that it had met all of its responsibilities to Plan participants when the Hospital wound up the Plan, and that to the extent that Ms. McAllister was not provided a pension, the Hospital assumed that it was GCHA's responsibility to provide such pension. The October 30, 2008 correspondence requested GCHA to provide any documentation which would indicate that GCHA was not responsible for such pension.

To date, Grace Hospital has not received any documentation from GCHA which would show the extent of GCHA's administrative responsibilities with respect to the Grace Hospital Retirement Plan during the Plan's operations or would show that GCHA would not have responsibility for Ms. McAllister's pension in this situation.

Thus, Grace Hospital continues to take the position that the Hospital met all of its responsibilities to Plan participants with its 1989 annuity purchase from Nationwide, and that to the extent Ms. McAllister was not provided a pension it would be the responsibility of the GCHA to provide such pension.

Very truly yours,


Mary K. Chentrik, J.D., RHIT, CPHQ, CRM
Administrative Director, Human Resources

Enc.

Grace Hospital



Phone: 216-476-2704
Fax: 216-476-2706

Grace Hospital



Phone: 216-529-7186
Fax: 216-227-2653

Grace Hospital



Phone: 216-761-2900
Fax: 216-761-2911

2307 West 14th Street Phone: 216-687-4014
Cleveland, Ohio 44113 Fax: 216-687-4027
mchentnik@gracehospital.org



October 30, 2008

Ms. Carolyn Brown
Greater Cleveland Hospital Association
1226 Huron Road
Cleveland, OH 44115

RE: McAllister, Reatha

Dear Carolyn:

Grace Hospital was recently contacted by Mike Harris, the attorney for the above named former employee. He noted that you told him that Grace Hospital is required to pay Nationwide Life Insurance Company \$20,752.09 in order for his client to receive her pension benefit of \$149.00 per month beginning December 1, 2008.

On review of the documents in this former employee's file, as well as other pension documentation on file regarding this pension program, we find nothing to indicate that Grace Hospital did not pay the appropriate premiums for this claim. These documents validate that this former employee was fully vested and eligible for this plan. The Summary Listing of Benefit Statements dated 01/01/87, produced by G.C.H.A., notes that this employee was enrolled in the Plan and fully vested as of such date. This meant that she had already participated in the Plan for at least 5 years as of such date. In addition, the Benefit Statement provided to the employee by G.C.H.A. states that as of January 1, 1987, her estimated monthly premium benefit payable at her normal retirement date would be \$149. The letter dated July 2, 2007, from Nationwide addressed to Greater Cleveland Hospital Association indicates that they too expected Greater Cleveland Hospital Association to pay this claim.

Therefore, we would expect that Greater Cleveland Hospital Association will either find the documentation necessary to validate its claim that it is not responsible here or pay the amount required by Nationwide in order for this former employee to receive the benefit to which she is entitled.

Very truly yours,

A handwritten signature in cursive script that reads "Mary K. Chentnik".

Mary K. Chentnik, J.D., RHIT, CPHQ, CRM
Vice President, Quality Management & Human Resources

cc: M. Harris, Esq., Tucker, Ellis & West, LLP
J. Perlmutter, Esq., Franz Ward, LLP
Enc.



Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

March 15, 2010

Carolyn Brown
Center for Health Affairs
1226 Huron Rd. East
Cleveland, Ohio 44115

Via certified mail

Re: Reatha G. McAllister

Dear Ms. Brown:

I am writing to you on behalf of Reatha G. McAllister. Her signed Authorization for the Release of Information is enclosed. Ms. McAllister worked at Grace Hospital in Cleveland, Ohio. Ms. McAllister would like information about her pension benefits. Accordingly, I am requesting that you send me the following information:

1. A copy of Ms. McAllister's pension file.
2. A copy of the pension plan document in effect upon Ms. McAllister's termination of employment.
3. Any information you may have regarding the purchase of annuities for Grace employees upon termination of the Grace Hospital Retirement Plan in 1989.

Please advise me if an annuity was purchased for Ms. McAllister upon termination of the Grace Hospital plan, and if not, why not, to the best of your knowledge. Please advise me if a lump sum payment was made to Ms. McAllister upon termination of the Grace Hospital plan.

These requests are made pursuant to Sections 104 and 503 of the Employee Income Retirement Security Act of 1974 (ERISA) and applicable Department of Labor regulations. I look forward to your response in 30 days. Thank-you in advance for your assistance with this matter.

Sincerely,

Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Just plug us in.



1226 HURON ROAD EAST
CLEVELAND, OHIO 44115
WWW.CHAMPSservices.COM

216 696-6900 VOICE
216 696-1837 FAX
800 362-2628 TOLL FREE

March 31, 2010

PERSONAL & CONFIDENTIAL

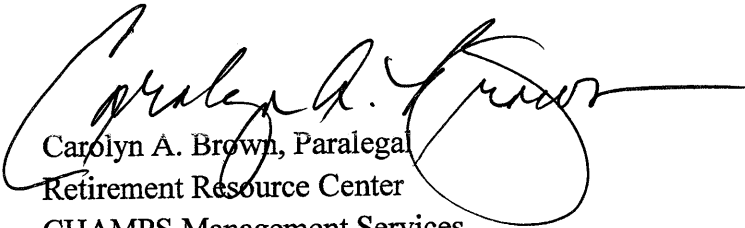
Gail W. Webb, Esq.
Mid America Pension Rights Project
Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, OH 45237

RE: Reatha McAllister

Dear Ms. Webb:

This letter is to acknowledge our telephone conversation earlier today and the 30 day extension I have been granted in order to respond to your inquiry regarding the possibility of an entitlement to a benefit for Reatha McAllister due to her previous employment at Grace Hospital.

Very Truly Yours,



Carolyn A. Brown, Paralegal
Retirement Resource Center
CHAMPS Management Services

Cc file xxx-xx-2286

Just plug us in.



1226 HURON ROAD EAST
CLEVELAND, OHIO 44115
WWW.CHAMPS SERVICES.COM

216 696-6900 VOICE
216 696-1837 FAX
800 362-2628 TOLL FREE

May 13, 2010

CERTIFIED MAIL NO. 7008 0150 0001 6081 2500
RETURN RECEIPT REQUESTED

PERSONAL & CONFIDENTIAL

Gail Webb
Mid-America Pension Rights Project
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

RE: Reatha G. McAllister

Dear Ms. Webb:

This is a response to your written request of March 15, 2010, mailed on behalf of Reatha G. McAllister, for 1) a copy of the documents in Ms. McAllister's pension file, 2) the pension plan document in effect at the time of Ms. McAllister's termination of employment, and 3) information regarding the purchase of annuities for participants in the terminated Grace Hospital Retirement Plan (the "Plan") in 1988. In addition, you had previously agreed to a 30-day extension until May 15, 2010 to respond, and our response is timely. Pursuant to the written consent form of Ms. McAllister enclosed with your written request, we have enclosed with this letter a copy of the following documents:

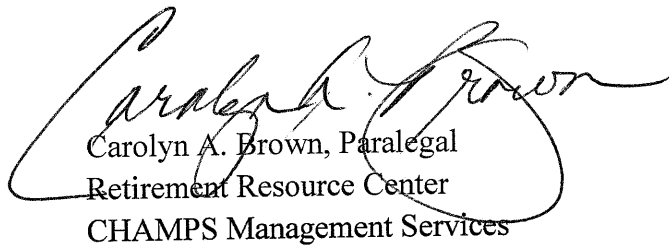
1. July 17, 2009 Letter from Carolyn Brown to Jeffrey Perlmutter
2. July 6, 2009 Letter from Paula Flanagan to Jeffrey Perlmutter
3. May 13, 2009 Letter from Michael Harris, counsel to The Center for Health Affairs, to Jeffrey Perlmutter
4. July 24, 2008 Letter from Paula Flanagan to Carolyn Brown
5. October 30, 2008 Letter from Mary Chentnik to Carolyn Brown

6. July 2, 2007 Letter from Paula Flanagan to Carolyn Brown
7. Benefit Calculation Worksheet for Reatha McAllister
8. Grace Hospital Benefit Statement - July, 1987
9. Benefit Statement for Reatha McAllister - January 1, 1987
10. Resolutions for Terminating Grace Hospital Retirement Plan
11. April 28, 1989 Letter from James Brant to Philip Mazanec
12. April 26, 1989 Letter from Philip Mazanec to Robert Range
13. April 26, 1989 Letter from Philip Mazanec to Vicki Naegel
14. First Amendment to Amended and Restated Joinder Agreement for Grace Hospital, with IRS revision
15. First Amendment to Amended and Restated Joinder Agreement for Grace Hospital
16. Amended and Restated Joinder Agreement for Grace Hospital Effective July 1, 1984 (executed May 22, 1986)
17. GCHA Core Plan, as amended and restated effective July 1, 1984
18. May 19, 1989 IRS Determination Letter for the Termination of the Plan
19. Amendatory Endorsement No. 1 to the Nationwide Life Insurance Company Group Annuity Contract GA-P 2960
20. Amendatory Endorsement No. 2 to the Nationwide Life Insurance Company Group Annuity Contract GA-P 2960

The Plan is made up of the GCHA Core Plan and the Grace Hospital Joinder Agreement (similar to that of an adoption agreement), which operate together to form the Plan. Also, please note that the McAllister listed in the Riders to the Group Annuity Contract is not Reatha McAllister.

We have redacted the vital information of any other participants listed in the various documents. Because neither the Greater Cleveland Hospital Association, nor the Center for Health Affairs, was the sponsor of the Plan, we are not responsible for responding to a request for benefits and cannot make a determination whether Ms. McAllister is entitled to a retirement benefit. As you will see, however, some of the enclosed correspondence included with the letter discusses Ms. McAllister's benefit situation. Any further inquiries should be directed to Grace Hospital, the sponsor of the Plan prior to its termination.

Sincerely,



Carolyn A. Brown, Paralegal
Retirement Resource Center
CHAMPS Management Services

Enclosures

Cc file SS # xxx-xx-2286
Kevin Burns, Esq.

Just plug us in.



1226 HURON ROAD EAST
CLEVELAND, OHIO 44115
WWW.CHAMPSservices.COM

216 696-6900 VOICE
216 696-1837 FAX
800 362-2628 TOLL FREE

July 17, 2009

PERSONAL & CONFIDENTIAL

Jeffrey R. Perlmutter, Esq.
Frantz Ward LLP
2500 Key Center
127 Public Square
Cleveland, OH 44114-1230

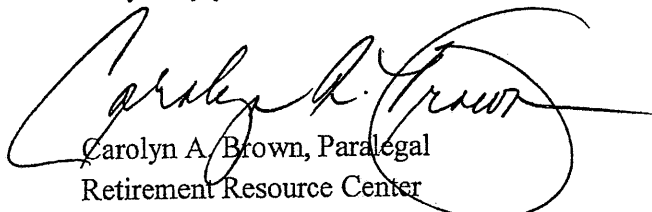
RE: Grace Hospital Pension Plan

Dear Mr. Perlmutter:

Based on a thorough review of our files and records, CHAMPS has not located any information relating to a distribution of retirement plan benefits for either Reatha McAllister [REDACTED] [REDACTED]. Nor did CHAMPS find any information regarding the purchase of an annuity for either participant during the Plan termination process or subsequent to the Plan termination.

If you have any questions, please do not hesitate to contact me at 216-255-3576.

Very truly yours,


Carolyn A. Brown, Paralegal
Retirement Resource Center
CHAMPS Management Services

CAB:sas

Cc

file ✓

Michael F. Harris, Esq.



On Your Side™

July 6, 2009

Jeffrey R Perlmutter
Frantz Ward LLP
2500 Key Center
127 Public Square
Cleveland OH 44114-1230

Re: Greater Cleveland Hospital Association
GA-P 2960

Dear Mr. Perlmutter:

Per a recent request from Carolyn Brown at CHAMPS Retirement Resource Center, I am writing to inform you that the terminal funding/single premium contract between Nationwide Life Insurance Company and Greater Cleveland Hospital Association does not have a purchased annuity for Reather McAllister [REDACTED]

If you have any further questions, please contact Carolyn Brown.

Sincerely,

Paula Flanagan
Regulatory and Quality Assurance

✓ cc: Carolyn Brown



TUCKER ELLIS & WEST LLP

ATTORNEYS AT LAW

1150 Huntington Bldg. 925 Euclid Avenue Cleveland, Ohio 44115-1414
phone 216.592.5000 facsimile 216.592.5009 tuckerellis.com

CLEVELAND COLUMBUS DENVER LOS ANGELES SAN FRANCISCO

Direct Dial: 216.696.3738
Email: mharris@tuckerellis.com

May 13, 2009

Jeffrey R. Perlmutter
Frantz Ward LLP
2500 Key Center
127 Public Square
Cleveland, OH 44114-1230

Re: Grace Hospital Pension Plan

Dear Mr. Perlmutter:

Our firm represents the Center for Health Affairs and its affiliates. I am writing regarding prior inquiries relating to the possible pension benefits of Reatha McAllister and [REDACTED], both former employees of Grace Hospital.

As you may know, Grace Hospital sponsored a defined benefit pension plan which was, according to historical information, terminated effective November 30, 1988, more than 20 years ago. To settle the benefit liabilities at the time of the plan termination, a group annuity contract was obtained from Nationwide Life Insurance Company (Ref. #GA-P2960) by Grace Hospital.

From time to time, former employees of Grace Hospital make inquiries of the Center for Health Affairs about their pension benefit entitlements. As an accommodation, Carolyn Brown, a paralegal who works at the Center for Health Affairs, obtains information regarding the amount of premiums to be paid to secure a retirement benefit under the group annuity contract, if the business decision to do so is made by Grace Hospital. As an example of that type of inquiry, enclosed is a photocopy of a letter of July 24, 2008 which was mailed to Carolyn Brown with respect to the amount of premium to be paid to fund a retirement benefit for Ms. McAllister and [REDACTED].

The issue about the possible benefit entitlement of the two former employees has been a topic of discussion with both prior and current staff at Grace Hospital. Late last year, I spoke to Mary Chentnik, Vice President, Quality Management & Human Resources about the possible benefit entitlements of Ms. McAllister and [REDACTED]. In response, she copied me with her letter to Carolyn Brown of October 30, 2008 and attached certain documentation (photocopy enclosed). I called you a time or two after I received her letter to discuss the matter, however,



TUCKER ELLIS & WEST LLP

ATTORNEYS AT LAW

Jeffrey R. Perlmutter
Frantz Ward LLP
May 13, 2009
Page 2

we never had an opportunity to discuss her correspondence. In her letter, Ms. Chentnik erroneously concluded that the Greater Cleveland Hospital Association has an obligation to make a premium payment. That conclusion was incorrect and can be attributed to the fact that she did not have the benefit of the enclosed documents and historical information about the prior plan termination.

As a threshold question we wanted to confirm that the Grace Hospital nonprofit entity that had terminated its pension plan more than 20 years ago continues in existence today. Based on our research of records and information available on the Ohio Secretary of State's website, we confirmed that Grace Hospital has been in continuous existence as a non-profit corporation under Ohio law since the 1988 pension plan termination. We concluded that the existing Grace Hospital was the sponsor of the terminated defined benefit plan.

To provide additional background information, we also reviewed archive files and records and we located a September 26, 1988 Certificate of Grace Hospital board actions regarding the plan termination, two letters from April 26, 1989, relating to the windup of the terminated plan and purchase of an annuity contract by Grace Hospital and an April 28, 1989 letter confirming that Grace Hospital "accepted" the Nationwide Insurance Annuity contract which it had purchased to wind up the terminated plan. (Photocopies enclosed).

Grace Hospital, as the sponsor of the previously terminated plan, must make a determination as to the benefit entitlements, if any, of its two former employees and communicate its final decision to the two [REDACTED]. The Center for Health Affairs has not made any commitments nor promises to the two individuals about their benefit entitlements. We have no authority to do so; those decisions are within the province of Grace Hospital.

Based on an inquiry and review of data files and records at the Center for Health Affairs, no evidence can be located that any benefit payment was made to either former employee. And, based on information from Nationwide, neither is listed as a beneficiary of the previously issued group annuity contract.

We are writing to you and enclosing this information so that you can evaluate the situation and address the benefit entitlements, if any, of the two former Grace Hospital employees.



TUCKER ELLIS & WEST LLP

ATTORNEYS AT LAW

Jeffrey R. Perlmutter
Frantz Ward LLP
May 13, 2009
Page 3

After you have reviewed this letter and the enclosed information, please call me to advise regarding the resolution of these matters.

Very truly yours,

TUCKER ELLIS & WEST LLP

Michael F. Harris

Michael F. Harris

MFH:kps
Enclosures.

cc: Carolyn Brown (w/enclosures)(Personal & Confidential)

2307 West 14th Street Phone: 216-687-4014
Cleveland, Ohio 44113 Fax: 216-687-4027
mchentnik@gracehospital.org

Grace Hospital

 Cleveland Clinic affiliate

October 30, 2008

Ms. Carolyn Brown
Greater Cleveland Hospital Association
1226 Huron Road
Cleveland, OH 44115

RE: McAllister, Reatha

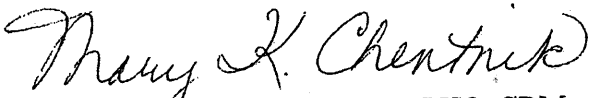
Dear Carolyn:

Grace Hospital was recently contacted by Mike Harris, the attorney for the above named former employee. He noted that you told him that Grace Hospital is required to pay Nationwide Life Insurance Company \$20,752.09 in order for his client to receive her pension benefit of \$149.00 per month beginning December 1, 2008.

On review of the documents in this former employee's file, as well as other pension documentation on file regarding this pension program, we find nothing to indicate that Grace Hospital did not pay the appropriate premiums for this claim. These documents validate that this former employee was fully vested and eligible for this plan. The Summary Listing of Benefit Statements dated 01/01/87, produced by G.C.H.A., notes that this employee was enrolled in the Plan and fully vested as of such date. This meant that she had already participated in the Plan for at least 5 years as of such date. In addition, the Benefit Statement provided to the employee by G.C.H.A. states that as of January 1, 1987, her estimated monthly premium benefit payable at her normal retirement date would be \$149. The letter dated July 2, 2007, from Nationwide addressed to Greater Cleveland Hospital Association indicates that they too expected Greater Cleveland Hospital Association to pay this claim.

Therefore, we would expect that Greater Cleveland Hospital Association will either find the documentation necessary to validate its claim that it is not responsible here or pay the amount required by Nationwide in order for this former employee to receive the benefit to which she is entitled.

Very truly yours,



Mary K. Chentnik, J.D., RHIT, CPHQ, CRM
Vice President, Quality Management & Human Resources

cc: M. Harris, Esq., Tucker, Ellis & West, LLP
J. Perlmuter, Esq., Franz Ward, LLP
Enc.



July 24, 2008

C.H.A./PENSION

AUG 30 2008

216-25576

Carolyn Brown
Greater Cleveland Hospital
3739 Fernwood Dr
Brunswick OH 44212

Re: GA-P 2960 - Greater Cleveland Hospital
Reatha McAllister [REDACTED]

Dear Ms. Brown:

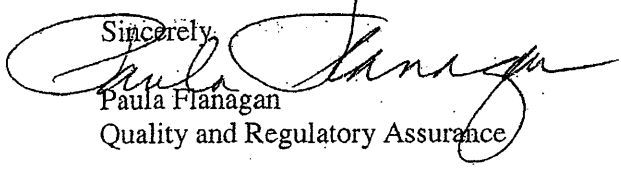
Recently you requested that Nationwide Life Insurance Company provide the premium amount necessary to add Reatha McAllister [REDACTED] to the single premium contract we have with the Greater Cleveland Hospital, GA-P 2960.

The following assumptions were provided and used for the calculation:

Reatha McAllister
Sex - Female
Date of birth - 11/21/1943
Normal Retirement Date - 12/1/2008
Normal Retirement Option - Straight Life
Monthly payment amount on Normal Retirement Date - \$149.00
Required Premium - \$21,720.12

If you decide to add Ms. McAllister [REDACTED] to the contract, instructions for wiring the premium are enclosed. Please also contact me once you have reached a decision or have any questions at 1-800-634-524.

Sincerely,


Paula Flanagan

Quality and Regulatory Assurance



July 2, 2007

Carolyn Brown
Greater Cleveland Hospital
1226 Huron Rd
Cleveland OH 44115

Re: GA-P 2960 - Greater Cleveland Hospital
Reatha McAllister

Dear Ms. Brown:

Nationwide Life Insurance Company was requested to arrive at the amount of premium that would be necessary to add Reatha McAllister to the single premium contract we have with the Greater Cleveland Hospital, GA-P 2960.

The following assumptions were provided and used for the calculation:

Female
Date of birth - 11/21/1943
Normal Retirement Date - 12/1/2008
Normal Retirement Option - Straight Life
Monthly payment amount on Normal Retirement Date - \$149.00

Using the above assumptions, the cost to add Ms. McAllister to the contract between Nationwide Life Insurance Company and the Greater Cleveland Hospital would be \$20,752.09.

If you would decide to add Reatha McAllister to the contract, please make a check payable to Nationwide Life Insurance Company in the amount of \$20,752.09. We would appreciate payment by July 20, 2007. A return envelope is enclosed for your use.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paula Flanagan".
Paula Flanagan
INCOME PRODUCTS SERVICE CENTER

✓ cc: Stephanie McMillon

**GCHA RETIREMENT PLAN
BENEFIT CALCULATION WORKSHEET**

* PLEASE COMPLETE
ALL * ITEMS

DATE OF CALC OPERATOR CODE	--/--/19-- ---	YEAR	TOTAL COMP	COMP HOURS	NON- COMP HOURS	EMPLOY STATUS
LOCATION NO.	14.0					
NAME	MC ALLISTER, REATHA	*1988	-----	-----	-----	THRU --/--
SOC. SEC. NO.	269-42-2286					
UNION/NON-UNION	U - UNION	*1987	5898	850	-----	THRU 4/87
SEX, PARTICIPANT	2 - FEMALE					
*SEX, BENEFICIARY	-	1986	14594	2075	0	0
		1985	14194	2068	0	0
		1984	14434	2182	0	0
RETIREMENT TYPE	-	1983	15328	2292	0	0
ESTIMATE/RETIRE	-	1982	18697	2734	0	0
BENEFICIARY CODE	-	1981	15836	2684	0	0
TRANSFER CODE 1	-					
PRIOR LOCATION 1	0.0	1980	14918	2750	0	0
TRANSFER CODE 2	-					
PRIOR LOCATION 2	0.0	1979	9057	1932	0	0
BIRTH DATE	11/21/1943	*1978	-----	-----	-----	-
NORMAL RET DATE	12/01/2008					
HIRE DATE	6/ 4/1973					
ENTRY DATE	7/01/1974					
*TERMINATION DATE	4/30/1987 --/--/19--					
*BENEFITS COMMENCE	--/--/19-- --/--/19--					
*BIRTHDATE/BENEF.	--/--/----					

NOTE: 10 YEAR PAY HISTORY REQUIRED IN MOST CASES.

-----BELOW FOR GCHA USE ONLY-----

DATE CALC EFF	--/--/19--
CREDITED SERVICE	-----
BENEFIT SERVICE	-----
7.5 MINIMUM	212.39
24.0 UNION AB1978	-----
AB PRIOR LOC1	0.00
AB PRIOR LOC2	-----
FAP OVERRIDE	-----
PIA OVERRIDE	-----
AB OVERRIDE	-----
VESTING OVERRIDE	-----

CREDITED SERVICE FROM
LISTING THRU 12/31/86
+CRED SERVICE 4/30/87
+CRED SERVICE
=CS TO DOT
TOTAL -----

OTHER DBC
13-6
0-04

13-10

BENEFIT SERVICE FROM
LISTING THRU 12/31/86
+BEN SERVICE 4/30/87
+BEN SERVICE
=BS TO DOT
TOTAL -----

13-6
0-04

13-10

$$850 \times \frac{12}{4} = 2550$$

----- OFFICIAL APPROVAL -----

DATE _____ INSTITUTION _____

PLAN REPRESENTATIVE _____

SUMMARY LISTING - G.C.H.A. BENEFIT STATEMENTS - 01/01/87

PAGE: 2
JULY, 1987

GRACE HOSPITAL

NAME	SSN	V DATE	LOCATION #	14.0	ACR	NDR	FAP	FAP	P1A	BSR	CSX	7.5 CODE	DATA	ANAL	CODS
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
120198	1987	1987	100	285	451	1604	1590	689	1.000	0.623	0.4	5			M
080103	1993	1993	0	58	356	1948	2164	801	0.522	0.194	0.4	5			M
100124	1987	1987	0	65	400	1190	1531	531	1.000	0.197	0.4	5			M
110100	1987	1987	100	128	348	1134	1295	599	1.000	0.478	144	4	5		M
120111	1993	1993	0	10	104	952	1037	481	0.374	0.110	0.7	5			M
030116	1987	1987	100	112	511	1370	1489	677	1.000	0.322	171	4	5		M
100110	1988	1988	0	193	488	2168	2137	761	1.000	0.275	222	4	5		M
020115	1987	1987	100	92	329	1073	1180	522	1.000	0.334	181	4	5		M
010198	1987	1987	100	229	407	1415	1465	650	1.000	0.600	0.4	5			M
030113	1987	1987	100	285	961	2686	2766	844	1.000	0.310	0.4	5			M
090192	1987	1987	100	121	322	2004	2302	792	0.427	0.469	0.4	5			M
080101	1991	1991	0	50	284	1283	1451	650	0.710	0.222	0.4	5			M
100114	1993	1993	0	38	394	1181	1366	578	1.000	0.126	0.4	5			M
080112	1993	1993	0	78	771	2009	2329	787	1.000	0.128	0.4	5			M
120105	1987	1987	100	246	494	1706	1687	700	1.000	0.489	406	4	5		M
080121	1987	1987	100	64	302	1008	1083	479	1.000	0.240	0.4	5			M
070112	1995	1995	0	0	0	1892	2138	762	1.000	0.056	0.4	5			M
030128	1992	1992	0	31	463	1196	1498	571	1.000	0.099	0.4	5			M
070189	1987	1987	100	257	282	1089	1098	467	0.927	0.892	121	4	5		M
110121	1987	1987	0	57	310	1015	1107	486	1.000	0.217	0.4	5			M
070128	1995	1995	0	0	0	1705	1927	681	1.000	0.029	0.4	5			M
040191	1987	1987	100	767	1057	4212	4212	803	0.620	0.726	0.4	5			M
010194	1987	1987	100	103	246	1704	1777	730	0.470	0.451	0.4	5			M
050191	1987	1987	100	616	851	2209	2491	789	1.000	0.868	253	4	5		M
040111	1987	1987	100	285	1086	2699	3047	875	1.000	0.312	0.4	5			M
080123	1994	1994	0	21	374	1134	1268	520	1.000	0.065	0.4	5			M
060123	1987	1987	100	79	452	1197	1285	582	1.000	0.225	151	4	5		M
020196	1987	1987	100	162	312	1197	1285	593	0.900	0.596	0.4	5			M
110195	1987	1987	100	459	630	2019	2043	783	1.000	0.743	400	4	5		M
120107	1988	1988	0	72	257	963	987	473	1.000	0.132	0.7	5			M
050190	1987	1987	100	316	447	2366	2461	773	0.530	0.750	0.4	5			M
120109	1987	1987	100	366	817	2419	2432	758	1.000	0.451	588	4	5		M
120126	1990	1990	0	33	315	844	1087	457	1.000	0.132	0.7	5			M
030108	1987	1987	100	190	466	1465	1579	646	1.000	0.465	317	4	5		M
090104	1987	1987	0	314	1308	2977	3586	935	0.987	0.312	0.4	5			M
060129	1994	1994	0	14	349	1027	1181	483	1.000	0.052	0.4	5			M
050107	1987	1987	100	348	961	2398	2762	840	1.000	0.473	530	4	5		M
050118	1988	1988	0	59	306	1056	1111	500	1.000	0.213	0.4	5			M
120108	1987	1987	100	149	339	1320	1216	537	1.000	0.381	212	4	5		M
050181	1987	1987	100	310	310	1110	1110	480	1.000	1.000	61	4	5		M
060125	1994	1994	0	18	317	926	1092	458	1.000	0.072	0.7	5			M
010101	1987	1987	100	251	581	1831	1942	781	1.000	0.478	255	4	5		M
040121	1988	1988	0	71	412	1264	1392	569	1.000	0.203	0.4	5			M
070107	1987	1987	100	325	944	2567	2724	835	1.000	0.376	626	4	5		M
090104	1994	1994	0	41	405	1565	1787	734	0.770	0.128	295	4	5		M
060106	1987	1987	100	223	432	1425	1503	639	1.000	0.568	0.4	5			M
110189	1987	1987	100	276	339	1126	1188	509	1.000	0.893	122	4	5		M
110117	1987	1987	100	146	567	1814	1858	724	1.000	0.267	0.4	5			M
030115	1992	1992	0	63	467	1495	1575	640	1.000	0.146	0.4	5			M
010194	1987	1987	100	382	527	1698	1788	734	1.000	0.793	283	4	5		M

MC ALLISTER, REA 269422286 A 112143

GRACE HOSPITAL

RETIREMENT PLAN

Benefit Statement as of January 1, 1987 for:

MC ALLISTER, REATHA

The following information was used to calculate your Benefit Statement.

Date of Birth: 11/21/43

Normal Retirement Date: 12/01/08

Date of Hire*: 06/04/73

Social Security No.: 269-42-2286

Date of Entry: 07/01/74

1986 Compensation*: \$ 14,594

* as used for pension purposes

As of January 1, 1987 (Accrued Benefit)

\$ 149 is your estimated monthly pension benefit payable at your Normal Retirement Date.

100 % is your vesting percent.

Based on your vesting percentage, if you terminated employment on 01/01/87, you would have an estimated monthly benefit of \$ 149, payable at Normal Retirement Date.

If you continue working until 12/01/2008,

\$ 339 is your ESTIMATED projected monthly pension benefit payable at your Normal Retirement Date. This estimate assumes that you continue working for this employer and that you earn the same amount of pay shown above every year until Normal Retirement Date.

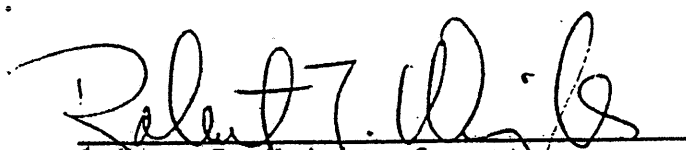
IMPORTANT

For Additional Information Regarding Your Plan Benefit,
Please Read the Reverse Side of This Statement.

CERTIFICATE

The undersigned, the Secretary of GRACE HOSPITAL, hereby certifies that the Resolutions attached hereto as Exhibit "A" were duly approved and adopted by the Board of Trustees of GRACE HOSPITAL at a meeting duly called and held on September 26th, 1988 at which a quorum was present and acting throughout, and that such Resolutions have not been altered, amended or rescinded since such date.

IN WITNESS WHEREOF, this Certificate is dated this 26th day of September, 1988.


Robert T. Wright, Secretary

RESOLUTIONS

September 26, 1988, 1988

GRACE HOSPITAL BOARD OF TRUSTEES

RE: TERMINATION OF PENSION PLAN

RESOLVED, that GRACE HOSPITAL ("Hospital") hereby authorizes and approves the termination of The Greater Cleveland Hospital Association Retirement Plan - Grace Hospital (the "Plan") and the related trust (the "Trust") as applicable to Hospital effective as of November 30, 1988, or as soon thereafter as permitted under applicable law, subject to the requirement of holding assets pending final distribution; and

FURTHER RESOLVED, that the Hospital hereby authorizes and approves the adoption of an amendment to the Plan to provide that benefit payments may be made in a purchased annuity distribution, which amendment shall be executed by the President, or Chairman of the Hospital, or another officer and shall subsequently be filed with the permanent records of the hospital; and

FURTHER RESOLVED, that the President or Chairman of the Hospital, another officer of the Hospital, or the appropriate representative of The Greater Cleveland Hospital Association ("GCHA") are, and any of them hereby is, authorized and directed to file with the Pension Benefit Guaranty Corporation ("PBGC") on behalf of the Hospital the notice of intent to terminate as described under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended from time to time with respect to the termination of the Plan and Trust and shall cause to be furnished to the PBGC any and all information which may be required and/or requested thereby in connection with such notice and such termination; and

FURTHER RESOLVED, that the President or Chairman of the Hospital, another officer of the Hospital, or the appropriate representative of the GCHA are, and any one of them hereby is, authorized and directed as may be required, to file with the Internal Revenue Service on behalf of the Hospital an application for determination that the Plan and Trust are qualified and tax exempt under Sections 401(a) and 501(a), respectively, of the Internal Revenue Code (the "Code") at the time of termination, and that said President or Chairman of the Hospital, another officer of the Hospital, or appropriate representative of GCHA are, and any of them hereby is, authorized, empowered and directed to take such action and execute and deliver such additional agreements, forms, certificates, notices, instruments, and other documents, including without limitation, any amendment to the Plan and Trust, that may be required by the Internal Revenue Service as a condition to the issuance of such determination; and

FURTHER RESOLVED, that the Trust assets existing as the funding medium of the Plan shall be liquidated and the assets held on behalf of Grace under the Plan or Trust distributed in accordance with the terms of the Plan and Trust, ERISA, the Code and prior action taken by the Hospital, as soon as practicable after the filing of appropriate materials with the Internal Revenue Service and the PBGC, the receipt of appropriate responses from the Internal Revenue Service and the PBGC, and consultation with counsel; and

FURTHER RESOLVED, that for Plan participants who terminate on or after November 30, 1988, the monthly normal retirement benefit shall be no less than \$17.00 multiplied by the number of years (including a fraction of a year) of Benefit Service, up to a maximum of 25 years.

FURTHER RESOLVED, that the Hospital hereby authorizes and approves the adoption of a successor retirement plan "The Matched Savings Retirement Plan" as approved by the Board of Trustees of the Hospital to become effective on such date as shall be deemed appropriate by the Board of Trustees which resolution shall supersede all previous resolution on this matter; and

FURTHER RESOLVED, that all participants in the Plan as of November 30, 1988, shall be immediately eligible to participate in the successor plan, "The Matched Savings Retirement Plan".

FURTHER RESOLVED, that in connection with the foregoing, the President or Chairman of the Hospital, another officer of the Hospital, or the appropriate representative of GCHA are, and any of them hereby is, authorized, empowered and directed to (i) execute and deliver such additional resolutions, agreements, forms, certificates, notices, Plan amendments, instruments and other documents and (ii) take such further action as may be deemed necessary or advisable on behalf of the Hospital and that all actions heretofore taken by, for and on behalf of the Hospital and its employees with respect to the termination of the Plan and distribution of the Trust assets are hereby ratified, confirmed and approved; and

FURTHER RESOLVED, that the President or Chairman of the Hospital, or another officer of the Hospital, and any one of them hereby is authorized and directed to amend the Collective Bargaining Agreement between the Hospital and Local 47, Service Employees International Union, to reflect termination of the Plan and adoption of the successor plan.

FURTHER RESOLVED, that all actions heretofore taken by the officers and agents of the Hospital in conformance with the foregoing resolutions be, and hereby are, ratified, confirmed and approved.

GRACE HOSPITAL

2307 WEST 14th STREET • CLEVELAND, OHIO 44113-3698 • (216) 687-1500

C.H.A./GCHA

April 28, 1989

LAY - 2 1989

File	Follow-Up	Route
		Re milit ✓

Mr. Philip C. Mazanec
Vice President/Benefits Administration
The Center for Health Affairs
1226 Huron Road
Cleveland, Ohio 44115

Dear Philip:

This letter confirms Grace Hospitals acceptance of the Nationwide Insurance Annuity Contract of \$2,203,993. During the week of May 1, 1989 an amount of \$250,000 will be liquidated from the total pension dollars and sent to Grace Hospital.

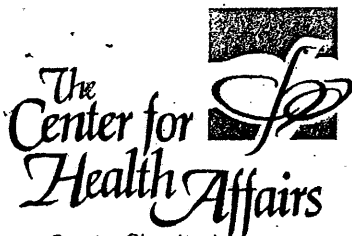
We agree with your recommendation to establish a contingency fund in the amount of \$50,000. This interest bearing account should be set up for four months. At the end of this period (Sept. '89) the funds will then be transferred to Grace Hospital.

Sincerely,

James C. Brant

James C. Brant
Director of Finance

cc: Emil Nagy
Robert Schultz



Greater Cleveland
Hospital Association

1226 Huron Road • Playhouse Square • Cleveland, Ohio 44115 • (216) 696-6900

April 26, 1989

SPECIAL MESSENGER

Mr. Robert Range
President & Chief Executive Officer
Grace Hospital
2307 West 14th. Street
Cleveland, Ohio 44113

RE: GRACE HOSPITAL PENSION PLAN
TERMINATION

Dear Bob:

As a follow up to our meeting, I would like to confirm the following points:

1. Grace Hospital will accept the Nationwide Group Annuity quotation of \$2,203,993.00. Such acceptance must be given to the carrier by Noon today.
2. Please confirm (in writing) the hospital's action to accept the Nationwide quote.
3. The funds will be wired to Nationwide on Friday, April 28, 1989.
4. Per our discussion, we will liquidate an additional \$250,000 of funds from the Grace Hospital custodial account and remit to the hospital the week of May 1, 1989. It would also be appropriate that you authorize that action in writing.
5. We also appear to agree on the retention of a contingency fund (after the reversion of assets to the hospital - approximately May 15) of \$50,000 to pay outstanding professional fees and unanticipated claims. Any excess assets plus interest accrued on the contingency fund would be returned to the employer. I would expect that the fund should be maintained for at least three to four months.

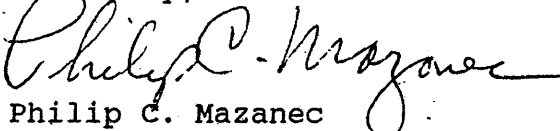
C. Wayne Rice, Ph.D., President / Trustees: Walter H. MacDonald, Chairman, Board of Trustees / Henry E. Manning, Chairman, Executive Council / David H. Plate, Vice Chairman, Executive Council / L. Jon Schurmeier, Chairman, Shared Service Council / Theodore J. Castele, M.D., Vice Chairman, Shared Service Council / Albert E. Fowerbaugh, Secretary / David S. Ingalls, Jr., Treasurer / Sister Mary Patricia Barrett / Clyde Bartter / Wayne Embry / John Eversman, M.D. / Albert F. Gilbert, Ph.D. / Sally Hollington / Robert S. Reitman / Marvin P. Schatz / Robert J. Shakno / Judge Leo M. Spellacy / Ronald M. Stroom / Norman W. Townsend / Thomas J. Trudell / P. David Youngdahl

Mr. Robert Range
April 26, 1989
Page Two

Bob, you may find it more appropriate and convenient to approve and authorize the above numbered points in one letter directed to my attention.

If you have any questions, please contact me.

Sincerely,

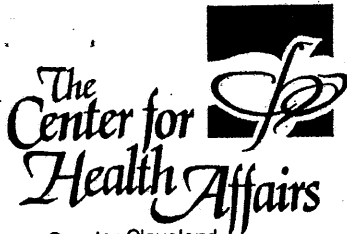


Philip C. Mazanec
Vice President/Benefits Administration

PCM:ph:89-0120

cc: Emil Nagy
James Brant
Michael Harris ✓





Greater Cleveland
Hospital Association

1226 Huron Road • Playhouse Square • Cleveland, Ohio 44115 • (216) 696-6900

April 26, 1989

Ms. Vickie Naegel
Nationwide Life Insurance Company
Investment Product Operations
P.O. Box 16738
Columbus, Ohio 43216

RE: SINGLE CONSIDERATION GROUP ANNUITY CONTRACT
FOR THE GREATER CLEVELAND HOSPITAL ASSOCIATION -
GRACE HOSPITAL RETIREMENT PLAN

Dear Ms. Naegel:

This letter confirms that Grace Hospital accepts the Nationwide Insurance Group Annuity Contract for the single sum consideration of \$2,203,993.00. The Nationwide quotation is based on our contract specifications and Nationwide's outline of those provisions.

We will be prepared to wire transfer the funds by April 28, 1989. Please provide me with the appropriate wire transfer instructions.

Please send all appropriate documents and contracts to me for execution.

If you have any questions, please contact me at (216) 696-6900, extension 252.

Sincerely,

Philip C. Mazanec
Vice President/Benefits Administration

PCM:ph:89-0121

cc: Robert Range
Emil Nagy

bcc: Michael Harris ✓
James Brant
Ed Baginski
Richard Caja

Internal Revenue Service
District Director

Department of the Treasury

P. O. BOX 2508
CINCINNATI, OH 45201

Date: MAY 19 1989

GRACE HOSPITAL
C/O MICHAEL F HARRIS
ARTER & HADDEN
1100 HUNTINGTON BLDG
CLEVELAND, OH 44115

Employer Identification Number:
34-0714479

File Folder Number:
340004650

Person to Contact:
JUDY BAILEY

Contact Telephone Number:
(513) 684-3866

Plan Name:
GREATER CLEVELAND HOSPITAL ASSOC
RETIREMENT PLAN-GRACE HOSPITAL
Plan Number: 001

Dear Applicant:

We have considered the information you sent us and have determined that your termination of this plan does not adversely affect its qualification for Federal tax purposes. Please note that this is not a determination regarding the effect of other Federal or local statutes.

The enclosed publication describes the impact of Notice 86-13. Even though you have terminated this plan, we would like to remind you of certain filing obligations. The related tax-exempt trust, custodial account, or other payers who are responsible for making payments may be required to file information returns on Forms W-2P or 1099R, with Forms W-3 or 1096, respectively, for amounts paid or made available to any individual or beneficiary.

In addition, you must continue to file a Form 5500 series return annually until all plan assets are distributed. The last return required is the one filed for the year in which distribution is completed. Be sure to write "Final Return" across the top of this return.

This determination applies to the proposed termination date of November 30, 1988.

Your plan's qualified status will be adversely affected if plan assets are returned to you before the plan's liabilities to all plan participants are satisfied. To satisfy plan liabilities, you must either purchase guaranteed annuity contracts, or make cash distributions as soon as administratively possible. When you receive these excess plan assets, you should notify the Service of the date(s) you receive such assets and the date(s) guaranteed annuity contracts were purchased, or the date(s) cash distributions were paid for all participants.

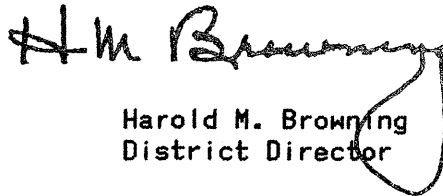
The information on the enclosed addendum is an integral part of this determination. Please be sure to read and keep it with this letter.

We have sent a copy of this letter to your representative as indicated in the Power of Attorney.

GRACE HOSPITAL

Please keep this letter in your permanent records. If you have any questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "H M Browning". The signature is written in a cursive style with a large, looping flourish at the end.

Harold M. Browning
District Director

Enclosures:
Publication 794
Addendum

GRACE HOSPITAL

In accordance with Notice 87-57, 1987-35 I.R.B., this determination letter may be relied upon that the form of your plan satisfies the requirements of the Tax Reform Act of 1986, Pub. L. 99-514, that affect plan qualification under the Internal Revenue Code and that are in effect with respect to your plan on or before the date of its termination.



Home Office • Columbus, Ohio
(Hereinafter Called the Company)

(The Contractholder)

RESTATED 11/92

0000000000



Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

June 3, 2010

Mary K. Chentnik
Administrative Director, Human Resources
Grace Hospital
Riveredge Medical Building, Suite 2
17730 Lorain Ave
Cleveland, Ohio 44111

Via Certified Mail

***Re: Reatha McAllister
Application for Pension Benefits***

Dear Ms. Chentnik:

Reatha McAllister hereby applies for retirement benefits from Grace Hospital, her former employer. Grace Hospital promised the benefits to Ms. McAllister, see enclosed benefit statement. Termination of the plan does not extinguish Ms. McAllister's rights pursuant to ERISA, see Pfahler et al v. National Latex Products Co., 517 F.3d 816 (6th Cir. 2007). This request is made pursuant to Sections 104 and 503 of the Employee Income Retirement Security Act of 1974 (ERISA) and applicable Department of Labor regulations. Please forward any necessary paperwork to the undersigned. I look forward to your prompt response.

Sincerely,

Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Enclosure
Cc: Reatha McAllister

GRACE HOSPITAL

RETIREMENT PLAN

Benefit Statement as of January 1, 1987 for:

MC ALLISTER, REATHA

The following information was used to calculate your Benefit Statement.

Date of Birth: 11/21/43

Normal Retirement Date: 12/01/08

Date of Hire*: 06/04/73

Social Security No.: 269-42-2286

Date of Entry: 07/01/74

1986 Compensation*: \$ 14,594

* as used for pension purposes

As of January 1, 1987 (Accrued Benefit)

\$ 149 is your estimated monthly pension benefit payable at your Normal Retirement Date.

100 % is your vesting percent.

Based on your vesting percentage, if you terminated employment on 01/01/87, you would have an estimated monthly benefit of \$ 149, payable at Normal Retirement Date.

If you continue working until 12/01/2008,

\$ 339 is your ESTIMATED projected monthly pension benefit payable at your Normal Retirement Date. This estimate assumes that you continue working for this employer and that you earn the same amount of pay shown above every year until Normal Retirement Date.

IMPORTANT

For Additional Information Regarding Your Plan Benefit,
Please Read the Reverse Side of This Statement.



Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

June 3, 2010

Pension Plan Administrator
Greater Cleveland Hospital Association
1226 Huron Rd. E.
Cleveland, Ohio 44115-1702

Via Certified Mail

***Re: Reatha McAllister
Application for Pension Benefits***

Dear Pension Plan Administrator:

This letter is written on behalf of Reatha McAllister, a pension plan participant in the Greater Cleveland Hospital Association Retirement Plan. Ms. McAllister has a vested benefit in the plan, see enclosed vested benefit letter. Ms. McAllister hereby applies for her pension benefits pursuant to the plan. This request is made pursuant to Sections 104 and 503 of the Employee Income Retirement Security Act of 1974 (ERISA) and applicable Department of Labor regulations. Please forward any necessary paperwork to the undersigned. I look forward to your prompt response.

Sincerely,

Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Enclosure
Cc: Reatha McAllister

GRACE HOSPITAL

RETIREMENT PLAN

Benefit Statement as of January 1, 1987 for:

MC ALLISTER, REATHA

The following information was used to calculate your Benefit Statement.

Date of Birth: 11/21/43

Normal Retirement Date: 12/01/08

Date of Hire*: 06/04/73

Social Security No.: 269-42-2286

Date of Entry: 07/01/74

1986 Compensation*: \$ 14,594

* as used for pension purposes

As of January 1, 1987 (Accrued Benefit)

\$ 149 is your estimated monthly pension benefit payable at your Normal Retirement Date.

100 % is your vesting percent.

Based on your vesting percentage, if you terminated employment on 01/01/87, you would have an estimated monthly benefit of \$ 149, payable at Normal Retirement Date.

If you continue working until 12/01/2008,

\$ 339 is your ESTIMATED projected monthly pension benefit payable at your Normal Retirement Date. This estimate assumes that you continue working for this employer and that you earn the same amount of pay shown above every year until Normal Retirement Date.

IMPORTANT

For Additional Information Regarding Your Plan Benefit,
Please Read the Reverse Side of This Statement.



TUCKER ELLIS & WEST LLP

ATTORNEYS AT LAW

1150 Huntington Bldg. 925 Euclid Avenue Cleveland, Ohio 44115-1414
phone 216.592.5000 facsimile 216.592.5009 tuckerellis.com

CLEVELAND COLUMBUS DENVER LOS ANGELES SAN FRANCISCO

Direct Dial: 216.696.3738
Email: mharris@tuckerellis.com

June 30, 2010

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7010 0780 0001 1190 1659

PERSONAL & CONFIDENTIAL

Gail Webb
Mid-America Pension Rights Project
7162 Reading Road, Suite 1150
Cincinnati, OH 45237

Re: Reatha G. McAllister
Application for Pension Benefits

Dear Ms. Webb,

This is a response to your written request of June 3, 2010, mailed on behalf of Reatha G. McAllister, a former employee of Grace Hospital, applying for Ms. McAllister's pension benefit from the pension plan previously sponsored by Grace Hospital (the "Plan"). We act as counsel for the Greater Cleveland Hospital Association ("GCHA") and our client forwarded the letter to us and we are responding on its behalf. As counsel, we respectfully request that all further correspondence or inquiries regarding this matter be directed to our attention.

For background, and as you know from the documents and information previously delivered by our client under cover of its letter of May 13, 2010, the Plan was terminated effective November 30, 1988. The termination of the Plan had been authorized by the Resolutions of the Grace Hospital Board of Trustees, executed September 26, 1988. The Plan's termination received a favorable IRS Determination Letter on May 19, 1989. To settle the benefit liabilities at the time of the plan termination, and as provided in the Determination Letter, Grace Hospital approved the purchase of a group annuity contract issued by Nationwide Life Insurance Company (Ref. #GA-P2960). Grace Hospital, the plan sponsor, has been in continuous existence as a non-profit corporation under Ohio law since the 1988 pension plan termination.

Because GCHA was not the sponsor of the Plan, it does not have the authority nor the responsibility to make a determination regarding Ms. McAllister's application for a pension benefit. Any status that GCHA had with respect to the terminated pension Plan ended more than



TUCKER ELLIS & WEST LLP

Gail Webb
Mid-America Pension Rights Project ATTORNEYS AT LAW
June 30, 2010
Page 2

20 years ago when the plan was terminated, the assets of the Plan were liquidated and a portion of those funds was used to pay the premium to purchase the described group annuity contract and the balance reverted to Grace Hospital.

For all the reasons noted, our client must respectfully decline to provide a formal written response to Ms. McAllister's written claim for benefits.

We recommend that an application for retirement benefits be directed to Grace Hospital, sponsor of the pension Plan. Grace Hospital is the sole entity with the responsibility and authority to make a benefit determination and to provide a detailed written response to the claim by Ms. McAllister that she is entitled to a pension benefit.

Very truly yours,

TUCKER ELLIS & WEST LLP

Michael F. Harris

Michael F. Harris

MFH:kps

cc: Sonia Corpening (Personal & Confidential)
Carolyn Brown (Personal & Confidential)

Gail Webb

From: Layne, Deborah - EBSA [Layne.Deborah@dol.gov]

Sent: Tuesday, August 10, 2010 5:34 PM

To: Gail Webb

Subject: FW: Reatha McAllister/Grace Hospital

Never mind, I see where a request for benefits was made on June 3, 2010. ERISA allows 90 days to process claim requesting payment. Therefore, I cannot contact the Plan until the 90 day period has been exhausted. At such time, please advise me of the status of the situation.

From: Layne, Deborah - EBSA

Sent: Tuesday, August 10, 2010 5:09 PM

To: 'Gail Webb'

Subject: RE: Reatha McAllister/Grace Hospital

Am I correct that a request for payment of benefits was made in July 2010?

From: Gail Webb [mailto:gwebb@proseniors.org]

Sent: Tuesday, August 10, 2010 2:45 PM

To: Layne, Deborah - EBSA

Subject: Reatha McAllister/Grace Hospital

Dear Deborah: Thank-you again for your assistance every time I call, and for your willingness to take a look at this client's matter. I scanned all of the documents to save trees, but if you prefer hard copies please let me know and I will make and send them. I called the client to request per permission to share them with you and she said yes. I have never received anything from the Grace Hospital Attorney Jeffrey Perlmutter. I called Mary Chentnik 30 days after sending my letter of application (on July 8, 2010), and she told me that she had referred the matter to Perlmutter. I spoke with him twice on the phone but have never gotten a call back from him, nor any written response to my application for benefits. Let me know if you need anything else, and thanks again.

Gail W. Webb, Manager
Mid-America Pension Rights Project, Ohio Office
7162 Reading Rd. Suite 1150
Cincinnati, Ohio 45237
(513)458-5528
(800)488-6070 ext. 528
(513)338-1501 (fax)

Gail Webb

From: Layne, Deborah - EBSA [Layne.Deborah@dol.gov]

Sent: Monday, October 04, 2010 11:41 AM

To: Gail Webb

Subject: RE: Reatha McAllister/Grace Hospital

Mr. Perlmutter is in the process of drafting a letter to me advising of retroactive payment of pension benefit payable to Reatha McAllister.

From: Gail Webb [mailto:gwebb@proseniors.org]

Sent: Wednesday, September 29, 2010 1:12 PM

To: Layne, Deborah - EBSA

Subject: Reatha McAllister/Grace Hospital

Deborah, I hope you had a great vacation, and that you heard from Mr. Perlmutter while you were gone. Please update me when you have a chance. Gail

FRANTZ WARD LLP

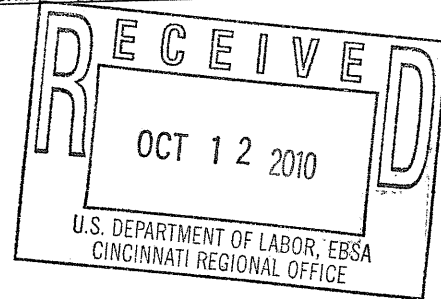
ATTORNEYS AT LAW

2500 KEY CENTER, 127 PUBLIC SQUARE • CLEVELAND, OHIO 44114-1230 • 216.515.1660 • FAX 216.515.1650
www.frantzward.com

Jeffrey A. Perlmutter • Direct Dial: (216) 515-1654 • jperlmutter@frantzward.com

October 8, 2010

Ms. Deborah Layne
U.S. Department of Labor
1885 Dixie Highway
Suite 210
Fort Wright, KY 41011



Re: Grace Hospital/Reatha McAllister

Dear Ms. Layne:

This is to confirm that my client, Grace Hospital in Cleveland, Ohio, is prepared to commence making monthly pension payments to Ms. Reatha McAllister effective immediately, upon receipt by the undersigned from Ms. McAllister of: (1) a signed copy of the enclosed Release Agreement; and (2) a signed copy of the enclosed IRS Form W-9.

The amount of the monthly pension will be \$149.00. In addition, Grace Hospital will forward a lump sum payment to Ms. McAllister representing a retroactive pension payment for the period commencing with her normal retirement date of December 1, 2008 through the first day of the last month prior to our receipt of Ms. McAllister's written confirmation. For example, assuming that Ms. McAllister's signed Release Agreement is received during October 2010, then on or around November 1, 2010, in addition to the \$149.00 monthly amount, Grace Hospital would pay a lump sum amount of \$3,427.00 to Ms. McAllister. This amount is attributable to pension benefits for the period from Ms. McAllister's normal retirement date of December 1, 2008 through October 1, 2010 (23 months x \$149 = \$3,427).

If either you or Ms. McAllister have any questions in this regard, please contact the undersigned at the address shown above.

Very truly yours,

Jeffrey A. Perlmutter
JAP:dir

Enclosures

Release Agreement
IRS Form W-9

can
10/12

RELEASE AGREEMENT

Ms. Reatha McAllister and Grace Hospital ("Grace") hereby enter into this Release Agreement ("Agreement") as of the ____ day of _____, 2010.

W I T N E S S E T H:

WHEREAS, Grace would like to settle all differences with Ms. McAllister relating to any and all claims she has or may have with respect to pension, retirement or similar benefits attributable to her prior employment with Grace (such pension, retirement or similar benefits attributable to her prior employment with Grace hereinafter referred to as "Grace Pension Benefits"); and

WHEREAS, Ms. McAllister agrees to settle all differences with Grace relating to any and all claims with respect to Grace Pension Benefits;

NOW, THEREFORE, in full and complete settlement of all differences between the parties relating to Ms. McAllister's claims against Grace and any other persons and entities released herein regarding the Grace Pension Benefits, the parties agree as follows:

1. **Payment of Pension Amounts.** Grace will pay Ms. McAllister a monthly pension amount of \$149.00, commencing on or around the first day of the month next following her execution of this Release Agreement and the lapse of the seven (7) day period described in Paragraph 8, below. In addition, at such time, Grace will also pay Ms. McAllister a single, lump sum amount equal to the product of \$149.00 multiplied by the number of months from December 1, 2008 (Ms. McAllister's Normal Retirement Date) through the first day of the month prior to the month in which the \$149.00 monthly pension payments described in the first sentence of this paragraph commence. Said monthly pension payments will be mailed by Grace to Ms. McAllister at the address she has listed below, or to any change of address that she may hereafter supply to the Administrative Director of Human Resources at Grace Hospital.

2. **General Release and Waiver.** In consideration of the monies to be provided to Ms. McAllister hereunder, the sufficiency of which is hereby acknowledged, Ms. McAllister, on behalf of herself, her heirs, administrators, executors and assigns, does hereby release, acquit and forever discharge Grace and, to the extent applicable, its parent(s), subsidiaries, divisions, affiliates, predecessors and related entities, and their officers, directors, shareholders, partners, employees, trustees, fiduciaries, administrators, agents, attorneys, consultants and other representatives, and their successors and assigns (hereinafter collectively called "the Releasees"), from any and all suits, debts, claims, demands, grievances, judgments, actions, and causes of action for the Grace Pension Benefits and/or any additional pension, retirement or similar benefits which she now has or has ever had up to the date of this Agreement, including, without limitation, those claims which have arisen or may arise out of, or are in any manner connected with, the employment of Ms. McAllister by Grace.

3. **No Future Actions by Ms. McAllister.** Ms. McAllister covenants and agrees that she will withdraw with prejudice all complaints, grievances, charges or claims that she has filed against the Releasees with respect to Grace Pension Benefits, and that she will not file any new claim, grievance, charge, lawsuit or the like against the Releasees for Grace Pension Benefits that is based upon any event occurring prior to the date of this Agreement.

4. **Breach of Agreement; Wavier; Remedies.** Ms. McAllister agrees and acknowledges that her compliance with the promises made by her and contained in this Agreement is a condition precedent to the obligations of Grace, and that failure by her to comply with her promises herein shall entitle Grace to recover the monies paid hereunder, as well as any damages incurred as a result of her failure to comply with this Agreement, including any costs, expenses and attorney fees. Ms. McAllister also agrees that the

failure of the Releasees to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any future default or breach, and that any action to enforce any provision of this Agreement shall not relieve Ms. McAllister from her obligations under any provisions of this Agreement. Ms. McAllister further agrees that she will reimburse the Releasees for any costs and expenses, including attorneys' fees, incurred by them in defending any action brought by her in violation of this Agreement.

5. **Governing Law.** Ms. McAllister understands and agrees that this Agreement will be governed by and interpreted under the laws of the State of Ohio.

6. **Non-Assignment.** Ms. McAllister represents and warrants that she has not assigned to any third party any claim, right or cause of action that she has or purports to have against the Releasees with respect to the Grace Pension Benefits.

7. **Entire Agreement; Severability.** Ms. McAllister agrees and acknowledges that this Agreement sets forth the entire agreement between the parties concerning the matters discussed herein, that the provisions of this Agreement are severable, and that if one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

8. **Review of Agreement; Revocation.** Ms. McAllister warrants and acknowledges that she has been advised that she should consult with an attorney of her choosing, at her expense, prior to executing this Agreement, that she has twenty-one (21) days from the date of receipt of this Agreement to decide whether to agree to it, that this Agreement may be revoked by her at any time within seven (7) days following her signing of it, and that revocation of the Agreement would render the entire Agreement null and void. Ms. McAllister understands that in order to revoke the Agreement, she must cause

written notice of her revocation to be received by the Administrative Director of Human Resources at Grace Hospital. Ms. McAllister additionally understands and acknowledges that the benefits to be provided to her under this Agreement may be withheld until after the eighth day following her signing of this Agreement.

9. **Voluntary Agreement; Additional Warranties.** Ms. McAllister warrants that this Agreement has been fully explained to her; that no promise or inducement has been offered to her to enter into this Agreement except as expressly set forth herein; that this Agreement is executed without reliance upon any statements or representations by Grace or its attorneys or representatives concerning the nature and extent of any claims and/or damages or legal liability therefor; that this Agreement evidences the entire settlement of the claims released herein; that she is legally competent to execute this Agreement; and that this Agreement is executed with full knowledge and understanding of its contents after having had ample opportunity to review and discuss the Agreement with her attorney.

IN WITNESS WHEREOF, the parties, having read and understood this Release Agreement, have voluntarily executed it on the date indicated below in counterparts, each of which may serve as an original as to the party signing it and all of which together will constitute one and the same agreement.

Reatha McAllister

(Signature)

Date: _____

Address: _____

Grace Hospital

By: _____

Its: _____

Gail Webb

From: Layne, Deborah - EBSA [Layne.Deborah@dol.gov]

Sent: Wednesday, October 20, 2010 2:56 PM

To: Gail Webb

Subject: RE: McAllister

Gail,

The resolution to terminated the pension plan, dated 9/26/88, indicates a filing of notice to the PBGC. The hospital authorized and approved the adoption of an amendment to the plan to provide that the benefit payments may be made in a purchased annuity distribution.

Therefore, I am inquiring with Mr. Perlmutter on the purchase of an annuity; same as other participants at the time the db plan terminated in 1988. Mr. Perlmutter may bring up the "interest." I cannot support the interest, as ERISA requires payment under the terms of the plan. A db plan provides for a specified payment based upon the formula of the plan unlike dc plan, such as 401(k) that has gains/loss dependent on the market values.

From: Gail Webb [mailto:gwebb@proseniors.org]

Sent: Tuesday, October 19, 2010 4:36 PM

To: Layne, Deborah - EBSA

Subject: McAllister

Deborah, here is my update on this case. I discussed the release with Perlmutter. I asked for interest on the retro, which he agreed to. I also asked for a guaranteed payment stream. If it were a DB pension, she would have PBGC insurance, and if it were an annuity, she would have an annuity contract and the Ohio Department of insurance. They are expecting her to trust them to pay her every month, with no recourse if they decide to stop paying. I find that unacceptable. He is going to get back to me tomorrow. I'll keep you posted. And, THANKS AGAIN!!! Gail

Mid-America
Pension Rights
PROJECT

Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

November 1, 2010

Jeffrey A. Perlmutter
Frantz Ward LLP
2500 Key Center, 127 Public Square
Cleveland, Ohio 44114-1230

Re: Reatha McAllister

Dear Mr. Ward:

This letter is in confirmation of our telephone conversation of October 19. At that time we discussed the release you sent to Deborah Layne at the Department of Labor. I told you that I could not advise Ms. McAllister to sign the release without a guaranteed stream of pension payments. I advised that a purchase of an annuity would accomplish this and would protect my client from the possibility of Grace Hospital changing hands or going out of business. You told me that you would discuss the annuity purchase with your client and get back to me. It has been 2 weeks since that telephone conversation and I have not heard back from you regarding your client's position in resolving this matter.

As the Department of Labor has already advised you, Grace Hospital's failure to purchase an annuity for my client at the time the pension plan was terminated, is a clear breach of its fiduciary duty toward my client. If litigated, Grace Hospital could be subject to additional damages and my client's attorney fees.

It is clearly beneficial for both parties to resolve this matter promptly and amicably. Therefore, Ms. McAllister is willing to sign a mutually-agreeable release if Grace Hospital agrees to purchase an annuity for her that will pay her the \$149 per month, and will pay her retroactive pension amounts from 12/1/2008, plus interest. I look forward to your response within fourteen days. If no response is received by November 17, however, I will have no choice but to refer this matter for litigation.

Sincerely,
Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Cc: Deborah Layne

*Helping with Pension and Retirement Benefit Problems in
Kentucky, Michigan, Ohio, Pennsylvania and Tennessee*

Funded by the United States Administration on Aging

Mid-America
Pension Rights
PROJECT

Ohio Office
7162 Reading Road, Suite 1150
Cincinnati, Ohio 45237

1-800-488-6070
Fax: 513.338.1501
mid-americanpensions.org

March 7, 2011

Jeff Perlmutter
Frantz Ward LLP
2500 Key Center, 127 Public Square
Cleveland, Ohio 44114-1230

Re: Reatha McAllister

Dear Mr. Perlmutter:

Enclosed please find a signed Release Agreement and W-9 from Reatha McAllister. Please send me an executed copy of the agreement at your earliest convenience. Please send payments to Ms. McAllister at: 14100 Lakeshore Blvd. Apt. 208; Cleveland, Ohio 44110. I will assume that Ms. McAllister will be paid as soon as administratively possible by Grace Hospital. Thank-you for your assistance with this matter.

Sincerely,

Mid-America Pension Rights Project

Gail W. Webb
Attorney at Law

Enclosures

*Helping with Pension and Retirement Benefit Problems in
Kentucky, Michigan, Ohio, Pennsylvania and Tennessee*

Funded by the United States Administration on Aging

RELEASE AGREEMENT

Ms. Reatha McAllister and Grace Hospital ("Grace") hereby enter into this Release Agreement ("Agreement") as of the _____ day of _____, 2011.

W I T N E S S E T H:

WHEREAS, Grace would like to settle all differences with Ms. McAllister relating to any and all claims she has or may have with respect to pension, retirement or similar benefits attributable to her prior employment with Grace (such pension, retirement or similar benefits attributable to her prior employment with Grace hereinafter referred to as "Grace Pension Benefits"); and

WHEREAS, Ms. McAllister agrees to settle all differences with Grace relating to any and all claims with respect to Grace Pension Benefits;

NOW, THEREFORE, in full and complete settlement of all differences between the parties relating to Ms. McAllister's claims against Grace and any other persons and entities released herein regarding the Grace Pension Benefits, the parties agree as follows:

1. **Payment of Pension Amounts.** Provided that Ms. McAllister shall first execute this Release Agreement, Grace will pay Ms. McAllister the amount of \$4,058.69 on or around March 1, 2011. Thereafter, Grace shall pay Ms. McAllister eight (8) quarterly installments of \$2,091.14, beginning June 1, 2011, and continuing each succeeding September 1, December 1, March 1, and June 1 through and including March 1, 2013. Said monthly pension payments will be mailed by Grace to Ms. McAllister at the address she has listed below, or to any change of address that she may hereafter supply to the Administrative Director of Human Resources at Grace Hospital.

2. **General Release and Waiver.** In consideration of the monies to be provided to Ms. McAllister hereunder, the sufficiency of which is hereby acknowledged, Ms. McAllister, on behalf of herself, her heirs, administrators, executors and assigns, does

hereby release, acquit and forever discharge Grace and, to the extent applicable, its parent(s), subsidiaries, divisions, affiliates, predecessors and related entities, and their officers, directors, shareholders, partners, employees, trustees, fiduciaries, administrators, agents, attorneys, consultants and other representatives, and their successors and assigns (hereinafter collectively called "the Releasees"), from any and all suits, debts, claims, demands, grievances, judgments, actions, and causes of action for the Grace Pension Benefits and/or any additional pension, retirement or similar benefits which she now has or has ever had up to the date of this Agreement, including, without limitation, those claims which have arisen or may arise out of, or are in any manner connected with, the employment of Ms. McAllister by Grace.

3. **Governing Law.** Ms. McAllister understands and agrees that this Agreement will be governed by and interpreted under the laws of the State of Ohio.

4. **Non-Assignment.** Ms. McAllister represents and warrants that she has not assigned to any third party any claim, right or cause of action that she has or purports to have against the Releasees with respect to the Grace Pension Benefits.

IN WITNESS WHEREOF, the parties, having read and understood this Release Agreement, have voluntarily executed it on the date indicated below in counterparts, each of which may serve as an original as to the party signing it and all of which together will constitute one and the same agreement.

Reatha McAllister

Reatha McAllister
(Signature)

Date: 3-2-11

Address: 14100 Lakeshore Blvd
Cleveland OH 44110

Grace Hospital

By: _____

Its: _____



*Helping older Ohioans with
legal & long-term care problems*

NEWS RELEASE

FOR IMMEDIATE RELEASE
April 30, 2011

Gail Webb, (513) 458-5528
(Mon.-Thurs., 9am-3pm)

Mid-America Pension Rights Project Helps Cleveland Woman Obtain Wrongfully Denied Pension

With the help of the Ohio office of the Mid-America Pension Rights Project, Ms. M. of Cleveland, Ohio is finally receiving her pension. When Ms. M. turned 65 two years ago, she contacted her former employer to apply for benefits. She had kept a copy of the letter she received after her termination, which assured her of her right to a monthly pension upon reaching retirement age. But when Ms. M. contacted her employer, they refused to pay her. They told her that the plan had been terminated and that annuities had been purchased for all persons who were eligible for pensions. But the annuity provider had no benefit for Ms. M., and both the annuity provider and the former employer blamed each other for the mistake and refused responsibility for the pension.

Two years later, Ms. M. heard about the Mid-America Pension Rights Project, and called to see if they could help. Project Director Gail Webb confirmed to Ms. M. that her former employer was liable for the benefit, and but when the employer remained unresponsive, she asked the United States Department of Labor to intervene in the case. After being contacted by the Department of Labor, the former employer agreed to pay Ms. M.

"The Department of Labor has the authority to assess fines against employers for statutory violations," Webb explained. "It is a wonderful result for the client, who gets paid without having to go through the time and expense of a lawsuit to enforce her rights."

Assistance from the Mid-America Pension Rights Project is available free of charge to current and former residents of Ohio, Kentucky, Michigan and Pennsylvania, Tennessee and Indiana, and to people whose pension plans or former employers are based in those states. Since its inception, the Ohio office has recovered more than \$20 million in pension assets.

Funded by the U.S. Administration on Aging, the Mid-America Pension Rights Project is part of the Pension Counseling and Information Program, which currently serves 29 states. The Ohio office is also part of Pro-Seniors, a nonprofit organization that provides free legal and long-term care help to older adults in Ohio. For more information, visit http://www.proseniors.org/oh_pension.html or call (800) 488-6070.

--30--

As part of the U.S. Administration on Aging's Pension Counseling and Information Program, each pension counseling project handles a range of issues related to pension benefits, including eligibility and vesting, military pensions, union pensions, 401(k) plans, survivor benefits, pensions in divorce, and common-law marriage pension benefits. The counseling projects also help find pensions that have been "lost" due to corporate mergers and bankruptcy and pension counselors can help determine if benefits have been calculated correctly. Pension counselors also assist individuals with survivor benefits and pension in divorce situations.