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UNITED STATES DISTRICT COURT

FOR THE NORTHERN MARIANA ISLANDS

BETTY JOHNSON on behalf of herself,	)	CIVIL CASE NO. 09-00023
and as a representative of a class of	)	
similarly-situated persons,	)	FINAL JUDGMENT APPROVING CLASS
	)	ACTION SETTLEMENT.
	)	_____
Plaintiff,	)	
vs.	)	
	)	
ELOY S. INOS, Governor of the	)	
Commonwealth of the Northern Mariana	)	
Islands ("CNMI"); ADELINA C.	)	
ROBERTO, Fund Trustee and Vice	)	
Chairwoman; NACRINA BARINAS, Fund	)	
Trustee; RICHARD S. VILLAGOMEZ,	)	
_____	)	

EXHIBIT A

Fund Administrator; LARISSA LARSON, )  
 Acting Secretary of the CNMI Finance )  
 Department; CNMI GOVERNMENT; )  
 NORTHERN MARIANA ISLANDS )  
 RETIREMENT FUND; NORTHERN )  
 MARIANA ISLANDS RETIREMENT )  
 FUND BOARD OF TRUSTEES; CNMI )  
 DEPARTMENT OF FINANCE; CNMI )  
 DOES 1-95 in their official and personal )  
 capacities; )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

**[PROPOSED] FINAL JUDGMENT APPROVING CLASS ACTION  
 SETTLEMENT**

Plaintiff, on her own behalf and on behalf of all similarly-situated persons, submitted to the District Court a Motion for Final Approval of the Class Action Settlement (“Motion”) seeking final approval of the Stipulation and Agreement of Settlement, dated August 5, 2013, and the Exhibits attached thereto (the “Agreement”), entered into by and between Plaintiff and Defendants. Defendants do not oppose Plaintiff’s Motion.

By Order dated August 6, 2013, the District Court preliminarily approved the Agreement and conditionally certified the Settlement Class for settlement purposes only. Due and adequate notice having been given to the Settlement Class as required by the District Court (see Declaration re Publication of Notice of Pendency and Settlement of Class Action and Hearing Thereon, filed on September \_\_, 2013), and the District Court having considered all papers filed and proceedings had herein and otherwise being fully informed of the premises and good cause appearing therefore,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

This Judgment incorporates the Agreement as an integral part of this Judgment, and all terms used herein shall have the same meanings as set forth in the Agreement which is attached hereto as Exhibit 1.

The District Court has jurisdiction over the subject matter of this Action and personal jurisdiction over all the parties including all Settlement Class Members.

Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and due process, the District Court hereby finally approves the Agreement and finds that the settlement consideration is fair and that said settlement is, in all respects, fair, just, reasonable and adequate to the Settlement Class.

The following Settlement Class, which the District Court previously certified preliminarily, is hereby finally certified for settlement purposes under Rule 23 (b) (3) of the Federal Rules of Civil Procedure, the District Court having determined that the settlement is fair, adequate and reasonable, and that the Settlement Class fully satisfies all the applicable requirements of federal law and due process:

All persons who on August 6, 2013 are members of the Defined Benefit Plan of the Northern Mariana Islands Retirement Fund or persons who are entitled to survivor's benefits of such members; provided the person did not execute and deliver to the CNMI Fund a timely Election to Terminate.

The District Court finds and concludes that: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) Plaintiff's claims are typical of the claims of the Settlement Class; (d) Plaintiff, and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class Members in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members; (iii) the desirability or undesirability of continuing the litigation of these claims in this

particular forum; and (iv) the difficulties likely to be encountered in the management of the class action.

Except as to any individual claim of those persons (identified on Exhibit 2 hereto) who have validly and timely requested exclusion from the Settlement Class, the District Court hereby declares that the Settlement Class Members are no longer members of the Northern Mariana Islands Retirement Fund ("CNMI Fund") and are members of the Settlement Fund only. As to those persons (identified on Exhibit 2 hereto) who have validly and timely requested exclusion from the Settlement Class, the Court declares that they are not members of the Settlement Class or the Settlement Fund and they are no longer putative members of any class in this Action and they have no rights under the Agreement and this Final Judgment.

The District Court finds that the Settlement is fair, reasonable and adequate and in the best interests of Plaintiff and all the Settlement Class members, and, the District Court finally approves the settlement in all respects, and the Parties shall perform its terms.

Plaintiff and each member of the Settlement Class (except a member of the Settlement Class who has obtained proper and timely exclusion from the settlement), their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, and all persons acting for or on their behalf, will be deemed to have fully, voluntarily, and irrevocably redefined their rights to benefits from the CNMI as members of the CNMI Fund as defined by the Agreement but still guaranteed by the United States and CNMI Constitutions. All Assets of the CNMI Fund are assigned, transferred and shall immediately become assets of the Settlement Fund. The CNMI shall include all Settlement Class Members in the same government health and life insurance plans and provide them with the same benefits as provided to all other current full-time employees of the CNMI.

This Judgment does not alter the constitutional nature of the Settlement Class Members' rights to accrued benefits. Nothing in this Judgment shall be construed to limit claims to enforce this Judgment and the Agreement.

The CNMI shall be solely and exclusively responsible for the retirement benefits and pensions of the opt-outs and any members of the Fund who is not a Settlement Class Member; and the CNMI shall be released from any and all obligations to any and all Class Members.

The District Court finds that the Notice provided to Settlement Class Members was the best notice practicable under the circumstances of the proceedings and of the matters set forth therein, and that the Class Notice fully satisfied the requirements of due process, the Federal Rules of Civil Procedure, and any other applicable laws.

This Court having heard and resolved all Objections hereto, does hereby forever enjoin any and all persons, individuals or entities from commencing any litigation in this or any other Court challenging this Settlement, or asserting any Claims against the TAL, his professionals, agents or employees, the CNMI Fund, its employees or agents. Any person receiving Notice of this Order and Judgment shall be enjoined from commencing any such action. If such action is commenced by any person without notice of this Order and Judgment, such person shall immediately dismiss any such action with prejudice upon receipt of this Order. This Court retains exclusive jurisdiction over this matter for all purposes, including the enforcement of this provision through a contempt proceeding, including the power to levy a fine in any amount equal to all attorneys fees and costs incurred by virtue of the violation of this provision. Moreover any proceedings filed challenging this Settlement or asserting any claims against the TAL, his professionals, agents or employee, the CNMI Fund, its agents and employees shall be removed to this Court, which retains sole and exclusive jurisdiction over such matters.

Without affecting the finality of this Judgment in any way, this Court will retain exclusive jurisdiction of this action and of all matters relating to the enforcement, effectuation, administration, interpretation, administration, or modification of this Judgment, the Agreement and the settlement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Frances Tydingco-Gatewood  
United States District Judge