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Attorneys for Plaintiffs

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,	)	<b>[PROPOSED]</b>
	)	<b>ORDER OF DISCHARGE AND RELEASE</b>
	)	
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,	)	
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	)	

**EXHIBIT E**

DEPARTMENT OF FINANCE; CNMI )  
DOES 1-95 in their official and personal )  
capacities; )  
) )  
Defendants. )  
) )  
\_\_\_\_\_ )

**[PROPOSED] ORDER OF DISCHARGE AND RELEASE**

This matter is before the Court on the Trustee Ad Litem’s (hereinafter “TAL” and defined to include the following: Civile & Tang, PLLC, and all of its attorneys, all Professionals hired by the TAL, and Joseph C. Razzano) Application for Discharge and Release, which has been filed in conjunction with the settlement of the claims in this action. Plaintiff, on her own behalf and on behalf of all similarly-situated persons, has submitted to the Court a Motion for Final Approval of the Class Action Settlement (“Motion”) seeking final approval of the Stipulation and Agreement of Settlement which includes Exhibits, dated July \_\_, 2013 (the “Settlement Agreement”), entered into by and between Plaintiffs and Defendants. Defendants, each of whom are signatories to the Settlement Agreement, or have joined in the Motion and did not oppose or object to this Order.

Due and adequate notice having been given to the Settlement Class as required by the Court (see, Declaration re Publication of Notice of Pendency and Settlement of Class Action and Hearing Thereon, filed on September \_\_, 2013), and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed of the premises and good cause appearing therefore,

This Order incorporates the Settlement Agreement as an integral part of this Order, and all terms used in this Order, including but not limited to the definition of the TAL, shall have the same meanings as set forth in the Settlement Agreement which is attached hereto as Exhibit 1.

The Settlement Agreement specifically provides for the discharge and the release of the TAL upon the Court's approval of the Settlement Agreement. The Court has, by separate Order, approved the Settlement Agreement,

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

1. Discharge of all Duties and Claims of the Trustee Ad Litem. By stipulation of the parties, and in accordance with the terms of the Settlement Agreement, the TAL is hereby discharged by the Court and released from any further duties, and obligations under the Court's September 14, 2012 Order of appointment.

2. Release of the TAL and its Professionals.

- a) The Court approves, adopts and incorporates as part of this Order, the stipulation of the Parties as set forth in the Settlement Agreement releasing the TAL and its Professionals from any and all liability and claims arising from or related to any actions taken by the TAL during the course of its appointment which in any manner were related to or arose out of the TAL and its Professionals' duties with respect to the CNMI Retirement Fund, any and all litigation pertaining to Fund matters or in which the Fund was a party, and the Settlement Agreement and all matters connected therewith (herein "the TAL matters").
- b) The Court approves, adopts and incorporates as part of this Order, the stipulation of the Parties as set forth in the Settlement Agreement that Plaintiff, the Settlement Class, the CNMI and the Autonomous Agencies, their agents, successors, and assigns (collectively "Releasers") have forever released and discharged the TAL in his/her/its official and individual capacities and any and all of his agents, successors, heirs, executors, administrator, attorneys, Professionals and assigns from any and all claims, injuries, demands, causes of action, liabilities, legal claims, expenses, whether known or unknown, suspected or unsuspected or hereafter discovered, whether in law or equity upon contract, tort or constitutional tort, or under state or federal law or laws, or under common law

or otherwise, which Releasors brought or could have brought in the above entitled action or any related actions, or arising out of the Settlement Agreement.

- c) The Court approves, adopts and incorporates as part of this Order, the stipulation of the Parties as set forth in the Settlement Agreement that the Releasors expressly understand and acknowledge that it is possible that unknown losses or claims exist, which they explicitly took into account in determining the amount of consideration to be given in the making of the Settlement Agreement' that a portion of said consideration and the mutual covenants contained in the Settlement Agreement have been bargained for between the parties with the knowledge of the possibility of such unknown claims; and that the consideration and mutual covenants in the Settlement Agreement were given in exchange for a full accord and satisfaction and discharge of all such claims in connection with the TAL matters. Consequently, with respect to such unknown claims or losses, the Releasors knowingly and voluntarily waive any and all rights under principles of common law, or under any comparable or similar law of the CNMI, or any other applicable jurisdiction, which provides in effect that a general release does not extend to claims which the releasing party does not know or suspect to exist in his/her favor at the time of executing the Release, which if known might have materially affected his/her settlement with or release of the party being released.
- d) The Court approves, adopts and incorporates as part of this Order, the stipulation of the Parties as set forth in the Settlement Agreement that the CNMI and its Autonomous Agencies shall, in consideration of the covenants contained in the Settlement Agreement, defend, indemnify and hold harmless the TAL and his agents, attorneys, Professionals and successors from any and all claims, liens, demands or actions, cross-claims and third-party claims related in any manner or in connection with the TAL matters , that may have or may be hereafter at any

time made, or brought against the TAL and its Professionals by any party claims or interest hereto.

3. Binding on All Appearing Parties and Opt Outs. This Court having heard and resolved all Objections hereto, does hereby forever enjoin any and all persons, individuals or entities, who have appeared by Objection or Request for Exclusion, from commencing any litigation in this or any other Court challenging the Settlement Agreement, or asserting any Claims against the TAL, its professionals, agents or employees, or the CNMI Fund, its employees or agents. Any person receiving Notice of this Order shall be enjoined from commencing any such action. If such action is commenced by any person without notice of this Order, such person shall immediately dismiss any such action with prejudice upon receipt of this Order.

4. Retain Jurisdiction. The Court approves, adopts and incorporates as part of this Order, the stipulation of the Parties as set forth in the Settlement Agreement that the District Court of the Northern Mariana Islands shall retain exclusive jurisdiction and venue over any and all claims, liens, demands or actions arising from, relating to, or in connection with the TAL and its Professionals' representation of the Fund, and for any and all purposes, including the enforcement of the Settlement Agreement and/or this Order through a contempt proceeding. Any claim or action brought by anyone in violation of the Settlement Agreement and/or this Order shall be subject to penalties, which shall include the Court's power to levy a fine in an amount equal to all attorneys' fees and costs incurred by the TAL and its Professionals and any other party in defending against such action.

**IT IS SO ORDERED.**

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

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