

1 BRONSTER HOSHIBATA

2 Margery S. Bronster

3 Email: mbronster@bhawaii.net

4 Robert M. Hatch

5 Email: rhatch@bhhawaii.net

6 1003 Bishop Street, Suite 2300

7 Honolulu, Hawai'i 96813

8 Telephone No.: (808) 524-5644

9 Facsimile No.: (808) 599-1881

10 Bruce L. Jorgensen, Bar No. 53

11 Email: retireeslawyer@yahoo.com

12 c/o 405 Silverhill Road

13 Walterboro, S.C. 29488

14 Telephone: (845) 820-5721

15 Stephen C. Woodruff

16 Email: scwlaw.spn@gmail.com

17 Second Floor, Marg's Kitchen Bldg.

18 Chalan Hagoi at Mt. Carmel

19 P.O. Box 500770

20 Saipan, MP 96950

21 Telephone No.: (670) 235-3872

22 Facsimile No.: (670) 235-3873

23 Attorneys for Plaintiffs

24 UNITED STATES DISTRICT COURT

25 FOR THE NORTHERN MARIANA ISLANDS

26 BETTY JOHNSON on behalf of herself,)

27 and as a representative of a class of)

28 similarly-situated persons,)

29 Plaintiff,)

30 vs.)

31 FINAL JUDGMENT APPROVING CLASS)
32 ACTION SETTLEMENT)

33 ELOY S. INOS, Governor of the)

34 Commonwealth of the Northern Mariana)

35 Islands ("CNMI"); ADELINA C.)

36 ROBERTO, Fund Trustee and Vice)

37 Chairwoman; NACRINA BARINAS, Fund)

38 Trustee; RICHARD S. VILLAGOMEZ,)

39 Fund Administrator; LARISSA LARSON,)

40 Acting Secretary of the CNMI Finance)

1 Department; CNMI GOVERNMENT;)
 2 NORTHERN MARIANA ISLANDS)
 3 RETIREMENT FUND; NORTHERN)
 4 MARIANA ISLANDS RETIREMENT)
 5 FUND BOARD OF TRUSTEES; CNMI)
 6 DEPARTMENT OF FINANCE; CNMI)
 7 DOES 1-95 in their official and personal)
 8 capacities;)
 9 Defendants.)
 10)
 11)
 12)
 13)
 14)
 15)
 16)
 17)
 18)
 19)
 20)
 21)
 22)
 23)
 24)
 25)
 26)
 27)
 28)

FINAL JUDGMENT
APPROVING CLASS ACTION SETTLEMENT

11 This court having found jurisdiction over all parties to this class action, having read and
 12 considered the Motion for Final Approval of the Class Action Settlement (“Motion”),
 13 submitted by Plaintiff, on her own behalf and on behalf of all similarly situated Settlement Class
 14 Members seeking final approval of the Final Amended Stipulation and Agreement of Settlement,
 15 dated August 6, 2013, and the Exhibits attached thereto (the “Agreement”), between Plaintiff and
 16 Defendants; and having on August 6, 2013 preliminarily approved the Agreement and
 17 conditionally certified the Settlement Class for settlement purposes only, after due and adequate
 18 notice having been given to the Settlement Class as required by the District Court, and the District
 19 Court having considered all papers filed and proceedings had herein and otherwise being fully
 20 informed of the premises and good cause appearing therefore, **IT IS HEREBY ORDERED,**
 21 **ADJUDGED, AND DECREED:**

24 This Judgment incorporates the Agreement as an integral part of this Judgment, and all
 25 terms used herein shall have the same meanings as set forth in the Agreement. ECF No. 468.
 26 The District Court has jurisdiction over the subject matter of this Action and personal
 27 jurisdiction over all the parties including all Settlement Class Members.
 28

1 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and due process, the
2 District Court hereby finally approves the Agreement (with the exception of who may act as
3 Class Counsel) and finds that the settlement consideration is fair and that said settlement is, in
4 all respects, fair, just, reasonable and adequate to the Settlement Class.
5

6 The Settlement Class, as defined below, which the District Court previously certified
7 preliminarily, is hereby finally certified for settlement purposes under Rule 23 (b) (3) of the
8 Federal Rules of Civil Procedure, the District Court having determined that the settlement is
9 fair, adequate and reasonable, and that the Settlement Class fully satisfies all the applicable
10 requirements of federal law and due process:
11

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

15 The District Court finds and concludes that: (a) the Settlement Class Members are so
16 numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions
17 of law and fact common to the Settlement Class which predominate over any individual
18 questions; (c) Plaintiff's claims are typical of the claims of the Settlement Class; (d) Plaintiff,
19 and Class Counsel have fairly and adequately represented and protected the interests of all of
20 the Settlement Class Members; and (e) a class action is superior to other available methods for
21 the fair and efficient adjudication of the controversy, considering: (i) the interests of the
22 Settlement Class Members in individually controlling the prosecution of the separate actions;
23 (ii) the extent and nature of any litigation concerning the controversy already commenced by
24 Settlement Class Members; (iii) the desirability or undesirability of continuing the litigation of
25 these claims in this particular forum; and (iv) the difficulties likely to be encountered in the
26 management of the class action.
27
28

1 Except as to any individual claim of those persons who have validly and timely
2 requested exclusion from the Settlement Class, the District Court hereby declares that the
3 Settlement Class Members are no longer members of the Northern Mariana Islands Retirement
4 Fund (“CNMI Fund”) and are members of the Settlement Fund only. As to those persons who
5 have validly and timely requested exclusion from the Settlement Class, the court declares that
6 they are not members of the Settlement Class or the Settlement Fund and they are no longer
7 putative members of any class in this Action, and they have no rights under the Agreement and
8 this Final Judgment. The CNMI shall be solely and exclusively responsible for the retirement
9 benefits and pensions of these opt-outs and any members of the CNMI Fund who is not a
10 Settlement Class Member
11
12 Settlement Class Member

13 The District Court finds that the Settlement is fair, reasonable and adequate and in the
14 best interests of Plaintiff and all the Settlement Class members. The District Court gives final
15 approval for Margery Bronster and Robert Hatch of Bronster Hoshibata a Law Corporation to
16 act as Class Counsel, but withholds final approval with regard to Bruce Jorgensen and Stephen
17 Woodruff. The District Court finally approves the settlement in all other respects, and the
18 Parties shall perform its terms.
19

20 Plaintiff and each member of the Settlement Class (except a member of the Settlement
21 Class who has obtained proper and timely exclusion from the settlement), their respective heirs,
22 executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-
23 in-interest, assigns, and all persons acting for or on their behalf, will be deemed to have fully,
24 voluntarily, and irrevocably redefined their rights to benefits from the CNMI as members of the
25 CNMI Fund as defined by the Agreement but still guaranteed by the United States and CNMI
26 Constitutions. All Assets of the CNMI Fund are assigned, transferred and shall immediately
27
28

1 become assets of the Settlement Fund. The CNMI shall include all Settlement Class Members
2 in the same government health and life insurance plans and provide them with the same benefits
3 as provided to all other current full-time employees of the CNMI.
4

5 This Judgment does not alter the constitutional nature of the Settlement Class Members'
6 rights to accrued benefits. Nothing in this Judgment shall be construed to limit claims to
7 enforce this Judgment and the Agreement.
8

9 The District Court finds that the Publication Notice and the Direct Mail Notice provided
10 to Settlement Class Members were the best notice practicable under the circumstances of the
11 proceedings and of the matters set forth therein, and that the Class Notice fully satisfied the
12 requirements of due process, the Federal Rules of Civil Procedure, and any other applicable
13 laws.
14

15 This court having heard and resolved all Objections hereto, does hereby forever enjoin
16 any and all persons, individuals or entities from commencing any litigation in this or any other
17 Court challenging this Settlement, or asserting any Claims against the TAL, his professionals,
18 agents or employees. Any person receiving Notice of this Order and Judgment shall be
19 enjoined from commencing any such action. If such action is commenced by any person
20 without notice of this Order and Judgment, such person shall immediately dismiss any such
21 action with prejudice upon receipt of this Order. This Court retains exclusive jurisdiction over
22 this matter for all purposes, including the enforcement of this provision through a contempt
23 proceeding, including the power to levy a fine in any amount equal to all attorney fees and costs
24 incurred by virtue of the violation of this provision. Moreover any proceedings filed
25 challenging this Settlement or asserting any claims against the TAL, his professionals, agents or
26
27
28

1 employee, the CNMI Fund, its agents and employees shall be removed to this court, which
2 retains sole and exclusive jurisdiction over such matters.

3
4 Without affecting the finality of this Judgment in any way, this court will retain
5 exclusive jurisdiction of this action and of all matters relating to the enforcement, effectuation,
6 administration, interpretation, administration, or modification of this Judgment, the Agreement
7 and the settlement.

8 **IT IS SO ORDERED.**

9
10
11 Dated: October 23, 2013, *nunc pro tunc* to September 30, 2013



**/s/ Frances M. Tydingco-Gatewood
Designated Judge**