

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

THOMAS JONES, et al	*	PLAINTIFFS
	*	
VS.	*	CIVIL ACTION NO. 1:14cv447 LG-RHW
	*	c/w 1:15-cv1-LG-RHW
	*	1:15-cv44-LG-RHW
	*	
SINGING RIVER HEALTH SERVICES FOUNDATION, et al	*	DEFENDANTS

ORDER

The Jones Plaintiffs' Motion For Preliminary Approval Of Class Settlement Agreement ("Motion") was filed on January 3, 2016 (Doc. No. 136).

Having considered Plaintiffs' Motion, the signed Stipulation and Agreement of Compromise and Pro Tanto Settlement attached as Exhibit 1 to Plaintiffs' Motion for Preliminary Approval (the "Settlement Agreement"), and all other evidence submitted concerning Plaintiffs' Motion, due notice having been given and the Court being duly advised, the Court hereby finds as follows:

(a) The settlement proposed in the Settlement Agreement has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, adequate and in the best interests of the Settlement Class (as defined below).

(b) The Class Notice (as described in the Settlement Agreement) fully complies with due process and Federal Rule of Civil Procedure 23(c)(2)(A), constitutes the best practicable notice under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of this proceeding.



(c) With respect to the Settlement Class, this Court finds that, for settlement purposes only, certification is appropriate under Federal Rule of Civil Procedure 23(b)(1)(A) or (B) or 23(b)(2). This Court finds that members of the Settlement Class will receive notice of the settlement through the notice program described below.

IT IS THEREFORE ORDERED THAT:

1. The settlement proposed in the Settlement Agreement has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, adequate and in the best interests of the Settlement Class.

2. The following class (the "Settlement Class") is conditionally certified pursuant to Federal Rule of Civil Procedure 23(b)(1)(A) or (B) or 23(b)(2):

All current and former employees of Singing River Health System who participated in the Singing River Health System Employees' Retirement Plan and Trust, including their spouses, alternate payees, death beneficiaries, or any other person to whom a plan benefit may be owed.

3. Thomas Jones, Joseph Charles Lohfink, Sue Beavers, Rodolfoa Rel, and Hazel Reed Thomas are designated as representatives of the Settlement Class.

4. James R. Reeves of Reeves & Mestayer, LLC and Steven L. Nicholas of Cunningham Bounds, LLC, are appointed as Settlement Class Counsel.

5. The final hearing to determine whether the settlement is fair, reasonable and adequate, and whether it should be approved by the Court ("Fairness Hearing"), will be conducted on

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6. At least 90 days before the Fairness Hearing, notice of the Settlement, its terms, and the right to object to the Settlement shall be given as set forth in the Settlement Agreement.

7. The form of notice that Defendant SRHS will provide is attached as Exhibit 2 to Plaintiffs' Motion. Defendant SRHS will send the notice substantially in the form of Exhibit 2 to Plaintiffs' Motion by first class mail to each Settlement Class Member. This notice program fully complies with the requirements of due process and Federal Rule of Civil Procedure 23(c)(2)(A), constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of this proceeding.

8. The Jones Plaintiffs' Motion for Certification of Settlement Class and Motion for Final Approval shall be filed at least 45 days prior to the Fairness Hearing.

9. The Petition for Approval of Attorneys' Fees and Expenses and any supporting papers shall be filed at least 45 days prior to the Fairness Hearing.

10. Members of the Settlement Class shall file any written objections to the settlement, as set forth in the Settlement Agreement and paragraphs 11 and 12 of this Order, at least 21 days prior to the Fairness Hearing, and shall otherwise have no right to object to the Settlement Agreement. Only members of the Settlement Class shall have the right to object to the proposed settlement.

11. Any member of the Settlement Class who objects to the settlement may appear in person or through counsel, at his or her own expense, at the final hearing to present any evidence or argument that may be proper and relevant. However, no member of the Settlement Class shall be heard and no papers, briefs, pleadings, or other documents submitted by any member of the Settlement Class shall be received and considered by the Court unless such member of the Settlement Class shall both file with the Court and mail to Settlement Class Counsel and counsel for Defendant, at the addresses designated in the class notice, a written objection that includes (a) a notice of intention to appear, (b) a statement of membership in the Settlement Class, and

(c) the specific grounds for the objection and any reasons that such member of the Settlement Class desires the Court to consider. Any such papers must be filed with the Court and mailed to Settlement Class Counsel and counsel for the Defendant no later than 21 days before the Fairness Hearing. Any member of the Settlement Class who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any objections in this adversary proceeding or in any other action or proceeding. All responses to objections shall be filed with the Court and mailed to Settlement Class Counsel and Defendant's counsel at least 7 days before the Fairness Hearing. There shall be no replies from objectors.

12. In aid of the Court's jurisdiction to implement and enforce the proposed settlement, Plaintiffs and all members of the Settlement Class are preliminarily enjoined from commencing any action against the signatories to the Settlement Agreement for any claims, rights and causes of action, damages, losses, liabilities and demands of any nature whatsoever, whether known or unknown, that are, could have been or might in the future be asserted by the Trust, any Plaintiffs or any member of the Settlement Class, either directly, representatively, derivatively or in any other capacity, whether by a complaint, counter, defense or otherwise, in any local, state or federal court, or in any agency or other authority or forum wherever located, in connection with or that arise out of any acts, conduct, facts, transactions or occurrences, alleged or otherwise asserted or that could have been asserted, related to the failure to fund the Trust and/or management or administration of the Plan. Nothing in this paragraph shall be construed to prevent a member of the Settlement Class from presenting objections to this Court regarding the Settlement Agreement in accordance with the terms of this Order.

13. In the event that (i) the Settlement Agreement is terminated pursuant to its terms; or (ii) the Settlement Agreement, Preliminary Approval Order and Final Judgment and Order

are reversed, vacated, or modified in any material respect by this or any other court, then (a) all orders entered pursuant to the Settlement Agreement shall be vacated, including, without limitation, the certification of the Settlement Class, and all other relevant portions of this Order, (b) this proceeding shall proceed as though the Settlement Class had never been certified, and (c) no reference to the prior Settlement Class, or any documents related thereto, shall be made for any purpose; provided, however, that if the Parties to the Settlement Agreement agree to jointly appeal an adverse ruling and the Settlement Agreement and Final Judgment and Order are upheld on appeal, then the Settlement Agreement and Final Judgment and Order shall be given full force.

14. In the event that the settlement does not become final and the Effective Date does not occur in accordance with the terms of the Settlement Agreement, then this Order shall be void and shall be deemed vacated.

15. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Settlement Class.

Dated: _____

LOUIS GUIROLA
CHIEF UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF MISSISSIPPI