

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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ANGI SCHAVE,

Civil No. 22-1555 (JRT/LIB)

Plaintiff,

v.

CENTRACARE HEALTH SYSTEM, et  
al.,

Defendants.

**ORDER GRANTING PLAINTIFF'S  
UNOPPOSED MOTION TO  
PRELIMINARILY APPROVE CLASS  
ACTION SETTLEMENT,  
PRELIMINARILY CERTIFY A  
CLASS FOR SETTLEMENT  
PURPOSES, APPROVE FORM AND  
MANNER OF CLASS NOTICE, AND  
PRELIMINARILY APPROVE PLAN  
OF ALLOCATION**

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Plaintiffs have filed an unopposed Motion to Preliminarily Approve Class Action Settlement, Preliminarily Certify a Class for Settlement Purposes, Approve Form and Manner of Class Notice, Preliminarily Approve Plan of Allocation, and Schedule a Date for a Fairness Hearing. Based on the foregoing, and all the files, records, and proceedings herein, **IT IS HEREBY ORDERED** that Plaintiff's Motion for Preliminary Approval of Class Action Settlement [Docket No. 54] is **GRANTED** and:

1. This Order incorporates by reference the definitions in the Settlement Agreement (Decl. Katherine Rollins ¶ 1, Ex A, May 15, 2024, Docket No. 57-1), and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.

2. **Preliminary Certification of the Settlement Class.** In accordance with the Settlement Agreement, and pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil

Procedure, this Court hereby conditionally certifies the following class (“Settlement Class”):

All persons who participated in the CentraCare Health System Retirement Plan or the CentraCare Health System 403(b) Plan at any time between June 13, 2016 and the date of this Order, including any plan participant and any Beneficiary of the same (including spouses), any Beneficiary of a deceased Person who participated in the Plans at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plans at any time during the Class Period. Excluded from the Settlement Class are the members of the CentraCare Retirement Plan Advisory Committee during the Class Period and the members of CentraCare’s Board of Directors and their spouses.

3. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court preliminarily finds that:

- a. as required by Fed. R. Civ. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plans and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable;
- b. as required by Fed. R. Civ. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class;
- c. as required by Fed. R. Civ. P. 23(a)(3), the claims of Angi Schave (“the Named Plaintiff”) are typical of the claims of the Settlement Class that the Named Plaintiff seeks to certify;
- d. as required by Fed. R. Civ. P. 23(a)(4), that the Named Plaintiff will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Named Plaintiff and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there

appear to be no conflicts between the Named Plaintiff and the Settlement Class.

- e. as required by Fed. R. Civ. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in the Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests;
- f. as required by Fed. R. Civ. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

4. The Court preliminarily appoints the Named Plaintiff as Class Representative for the Settlement Class and Wanta Thome PLC as Class Counsel for the Settlement Class.

5. The Court preliminarily approves the proposed Plan of Allocation, finding it is fair, reasonable, and adequate.

6. **Preliminary Approval of Proposed Settlement.** The Settlement Agreement is hereby preliminarily approved as fair, reasonable, and adequate. This Court preliminarily finds that:

- a. The Settlement was negotiated vigorously and at arm's-length by Counsel for the Defendants, on the one hand, and the Named Plaintiff and Class Action on behalf of the Settlement Class, on the other hand, including in mediation conducted by a neutral mediator;
- b. Plaintiffs and Defendants had sufficient information to evaluate the settlement value of the Action;
- c. The Action settled after this Court dismissed Named Plaintiff's Complaint in part;
- d. If the Settlement had not been achieved, Named Plaintiff and the Defendants faced the expense, risk, and uncertainty of extended litigation;
- e. The amount of the Settlement—eight hundred thousand dollars (\$800,000.00)—is fair, reasonable, and adequate, taking into account the costs, risks, and delay of trial and appeal. The method of distributing the Gross Settlement Amount is efficient, relying on Defendants' records and requiring no filing of claims. The Settlement terms related to attorneys' fees do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart of the Settlement, required to be considered under Fed. R. Civ. P. 23(e)(2)(C)(iv). The Gross Settlement Amount is within the range of settlement values obtained in similar cases;

f. At all times, the Named Plaintiff and Class Counsel have acted independently of Defendants and in the interest of the Settlement Class.

7. **Fairness Hearing.** A hearing will be scheduled no sooner than 120 days after the date of this order, to make a final determination, concerning among other things:

- a. Whether the Settlement merits final approval as fair, reasonable, and adequate;
- b. Whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement;
- c. Whether the notice method proposed by the Parties: (i) constitutes the best practicable notice; (ii) constitutes notice reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Fairness Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;
- d. Whether Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement;
- e. Whether the proposed Plan of Allocation should be finally approved; and
- f. Whether Class Counsel's application for attorneys' fees and expenses and Case Contribution Award to the Named Plaintiff is fair and reasonable, and should be approved.

8. **Class Notice.** The Court approves the form of Class Notice attached as Exhibit A to the Settlement Agreement. The Court finds that such form of notice fairly and adequately: (a) describes the terms and effects of the Settlement Agreement, the Settlement, and the Plan of Allocation; (b) notifies the Settlement Class that Class Counsel will seek attorneys' fees and litigation costs from the Settlement Fund, and for a Case Contribution Award for the Named Plaintiff for their service in such capacity; (c) notifies the Settlement Class that payment of the costs of administering the Settlement will be paid out of the Settlement Fund, (d) gives notice to the Settlement Class of the time and place of the Fairness Hearing; and (e) describes how the recipients of the Class Notice may object to any of the relief requested. The Parties have proposed the following manner of communicating the notice to members of the Settlement Class, and the Court finds that such proposed manner is the best notice practicable under the circumstances. Accordingly, the Court directs that Class Counsel shall:

- a. By no later than 30 days following entry of this order, cause the Class Notice, with such non-substantive modifications thereto as may be agreed upon by the Parties, to be provided by first-class mail, postage prepaid, to each member of the Settlement Class identified by the Settlement Administrator based upon the data provided by the Plans' Recordkeeper;
- b. By no later than 30 days following entry of this order, cause the Class Notice to be published on the website identified in the Class Notice, which will also host and make available copies of all Settlement-related documents, including the Settlement Agreement.

9. **Petition for Attorneys' Fees and Litigation Costs and Case Contribution Awards.** Any petition by Class Counsel for attorneys' fees, litigation costs, and Case Contribution Award to the Named Plaintiff, and all briefs in support thereof, shall be filed no later than 30 days prior to the fairness hearing. Class Counsel may supplement their petition thereafter as necessary.

10. **Briefs in Support of Final Approval of the Settlement.** Briefs and other documents in support of final approval of the Settlement shall be filed no later than 14 days prior to the fairness hearing.

11. **Objections to Settlement.** Any member of the Settlement Class or authorized recipient of any CAFA Notice may file an objection to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the Plan of Allocation, to the proposed award of attorneys' fees and litigation costs, the payment of costs of administering the Settlement out of the Settlement Fund, or to the request for a Case Contribution Award for the Named Plaintiff. An objector must file with the Court a statement of his, her, or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that the objector wishes to bring to the Court's attention or introduce in support of the objection(s). The address for filing objections with the Court is as follows:

Clerk of the Court  
United States District Court, District of Minnesota  
Diana E. Murphy United States Courthouse  
300 South Fourth Street  
Suite 202  
Minneapolis, MN 55414

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The objector or their counsel (if any) must file the objection(s) and supporting materials with the Court no later than 21 days prior to the scheduled Fairness Hearing. If an objector hires an attorney to represent them for the purposes of making an objection pursuant to this paragraph, the attorney must also file a notice of appearance with the Court no later than 14 days prior to the scheduled Fairness Hearing. Any member of the Settlement Class or other Person who does not timely file a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred. Any responses to objections shall be filed with the Court no later than 14 days prior to the scheduled Fairness Hearing. There shall be no reply briefs.

12. Any additional briefs the Parties may wish to file in support of the Settlement shall be filed no later than 7 days prior to the scheduled Fairness Hearing.

13. **Appearance at Final Approval Hearing.** Any objector who files and serves a timely, written objection in accordance with paragraph 10 above may also appear at the Fairness Hearing either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the Fairness Hearing must file a notice of intention to appear (and, if applicable, the name, address, and telephone number of the objector's attorney) with the Court by no later than 21 days prior to the scheduled Fairness Hearing. Any objector who does not timely file a notice of intention to appear in



accordance with this paragraph shall not be permitted to appear at the Fairness Hearing, except for good cause shown.

14. **Notice Expenses.** The expenses of printing, mailing, and publishing the Class Notice required herein shall be paid exclusively from the Settlement Fund.

15. **Termination of Settlement.** This Order shall become null and void, *ab initio*, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions as of the day immediately before the Parties reached agreement to settle the Action, if the Settlement is terminated in accordance with the terms of the Settlement Agreement.

16. **Use of Order.** This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation. This Order shall not be construed or used as an admission, concession, or declaration by or against Defendants of any finding of fiduciary status, fault, wrongdoing, breach, omission, violation of law, breach of duty, mistake, or liability. This Order shall not be construed or used as an admission, concession, or declaration by or against Named Plaintiff or the Settlement Class that their claims lack merit, or that the relief requested in the Action is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims they may have, including, but not limited to, any objections by Defendants to class certification, in the event that the Settlement Agreement is terminated. Moreover, the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Neither the fact of, nor any provision contained in, the Settlement Agreement or its

exhibits, nor any actions taken thereunder, shall be construed as, offered into evidence as, received into evidence as, and/or deemed to be evidence of a presumption, concession, or admission of any kind as to the truth of any fact alleged or validity of any claim or defense that has been, could have been, or in the future might be asserted.

17. **Jurisdiction.** The Court hereby retains jurisdiction for purposes of implementing the Settlement and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

18. **Continuance of Final Approval Hearing.** The Court reserves the right to continue the Fairness Hearing without further written notice.

Dated: May 17, 2024

s/ John R. Tunheim  
JOHN R. TUNHEIM  
United States District Judge