IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

GENEVA HENDERSON et al.,

                    Plaintiffs,

v.

EMORY UNIVERSITY et al.,

                    Defendants.

Civil Action No. 16-2920-CAP

JOINT MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT

The Parties, by and through their counsel, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure, hereby jointly move for preliminary approval of a class settlement. In support, the Parties state the following:

1.   This action involves claims for alleged breaches of fiduciary duty and prohibited transactions in violation of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq. ("ERISA") with respect to the Emory University Retirement Plan and the Emory Healthcare, Inc. Retirement Savings and Matching Plan (the "Plans").

2.   On April 28, 2020, after extensive litigation, lengthy discovery, and

protracted arm's-length negotiations, the Parties reached a Settlement that provides

meaningful monetary and significant non-monetary relief to Class Members.[1]

3.   The Settlement is fundamentally fair, adequate, and reasonable in

light of the circumstances of the litigation. Preliminary approval of the Settlement

is in the best interests of the Class Members. In return for a release of the Class

Representatives' and Class Members' claims, the Defendants have agreed to pay a

sum of $16,750,000 into a Settlement Fund. The Settling Parties have further

agreed to certain additional relief, as specified in Article 10 of the Settlement

Agreement.

4.   The first step in approving any proposed settlement in a class action is

preliminary approval. Manual for Complex Litigation, Fourth, §21.632, at 320–21

(Fed. Jud. Ctr. 2004). At this stage, the Court reviews the proposed settlement to

determine whether it is sufficient to warrant class notice and a hearing. *Id*.

5.   The Settlement reached between the Settling Parties more than

satisfies this standard and is clearly sufficient to warrant being preliminarily

approved by the Court. Preliminary approval will not foreclose interested persons

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[1] The fully executed settlement agreement dated April 28, 2020 ("Settlement") is attached hereto as Exhibit A. Capitalized terms herein are defined in the Settlement.

from objecting to the Settlement and thereby presenting dissenting viewpoints to the Court.

6.   Separately, Plaintiffs submit to the Court a Memorandum in Support of this Motion for Preliminary Approval, as well the Declaration of Class Counsel (Jerome J. Schlichter).

7.   In accordance with this Motion, the Parties request the following:

- That the Court enter an Order granting preliminary approval of the Settlement Agreement;

- That the Court order any interested party to file any objections to the Settlement within the time limit set by the Court, with supporting documentation, and that such objections, if any, be served on counsel as set forth in the proposed Preliminary Approval Order and Class Notice, and permit the Parties the right to limited discovery from any objector as provided for in the proposed Preliminary Approval Order;

- That the Court schedule a Fairness Hearing for the purpose of receiving evidence, argument, and any objections relating to the Settlement Agreement. Given the processing and mailing of Settlement Notices, the objection deadline to the Settlement, the review and approval period of the Independent Fiduciary, among

other interim milestones and deadlines, the Parties request that a

Fairness Hearing **not be scheduled before September 27, 2020**; and

- That following the Fairness Hearing, the Court enter an order granting

  final approval of the Settlement and dismissing the Second Amended

  Complaint (Doc. 108) with prejudice.

Respectfully submitted this 29th day of May, 2020.

By:

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CERTIFICATE OF COMPLIANCE

Under the Civil Local Rules of Practice for the United States District Court for the Northern District of Georgia, this is to certify that the foregoing document complies with the font and point selections approved by the Court in Local Rule 5.1.C. The foregoing was prepared on computer using Times New Roman font (14 point).

/s/ Andrew D. Schlichter
Andrew D. Schlichter

CERTIFICATE OF SERVICE

I certify that on May 29, 2020, I caused to be served a true and correct copy of the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all parties to this matter via electronic notification or otherwise.

/s/ Andrew D. Schlichter
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