

UNITED STATES DISTRICT  
COURT MIDDLE DISTRICT OF  
FLORIDA TAMPA DIVISION

SHAWN RIGNEY and KYLE ADAMS,  
Individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

Case No.: 8:19-cv-01432

TARGET CORPORATION,

Defendant.

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

**THIS CAUSE** is before the Court on the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. (Dkt. 49) The Court has carefully considered the Motion, the proposed Class Action Settlement Agreement and Release ("Settlement Agreement"), the proposed Notices of Settlement, and the declarations submitted in support of the Motion. Being fully advised in the premises of the proposed Class Action Settlement Agreement, the Court now finds and **ORDERS** as follows:

1. Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, (Dkt. 49), is **GRANTED**.
2. The Parties' Settlement Agreement, (Dkt. 49-2), is Preliminarily **APPROVED**.
3. The Parties' short form Notice of Settlement and long form Notice of Settlement, attached as Exhibit C and Exhibit D to the Motion, (Dkts. 49-3, 49-4), are both **APPROVED**.
4. All defined terms contained herein shall have the same meaning as set forth

in the Settlement Agreement executed by the Parties and filed with the Court.

5. In this Action, Plaintiffs allege that Defendant violated the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”).
6. The Court has jurisdiction over the subject matter of the action, the Class Representatives, the Settlement Class Members and Defendant, and the Plaintiffs have Article III standing. Jurisdiction is retained by this Court for matters arising out of the Settlement Agreement.
7. The Court preliminarily approves the Settlement and the terms set forth in the Settlement Agreement, subject to further consideration at the Final Approval Hearing after members of the Settlement Classes have had an opportunity to consider the Settlement Agreement and to object to or opt out of the Settlement.
8. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court certifies, for settlement purposes only, the following opt-out Settlement Class:

All participants and beneficiaries in the Target Corporation Employee Umbrella Welfare Benefit Plan who were sent a required COBRA notice by Defendant, during the applicable four year statute of limitations period as a result of a qualifying event, as determined by Defendant’s records, and did not elect continuation coverage.

9. The Court finds that for settlement purposes only, the Settlement Class meets the criteria for certification under Federal Rule of Civil Procedure 23(a). The class consists of approximately 92,000 persons. Thus, the class is sufficiently numerous and joinder of all potential class members is impractical. There are also questions of law and fact common to the Settlement Class with respect to

the sufficiency of the COBRA Notice. In that regard, Plaintiffs' claims are typical of the claims of the Settlement Class. Finally, Plaintiffs and their counsel have fairly and adequately represented the interests of the Settlement Class.

10. The Court further finds that for settlement purposes only, the Settlement Class meet the criteria for certification under Federal Rule of Civil Procedure 23(a) and 23(b)(3). Common questions of law or fact between the Parties predominate over individual questions, and class action is the best available method for adjudicating this controversy.

11. Luis A. Cabassa and Brandon J. Hill from Wenzel, Fenton, Cabassa, P.A., and Chad Justice of the Justice for Justice law firm, are hereby appointed as Class Counsel for the Settlement Class.

12. Named Plaintiffs, Shawn Rigney and Kyle Adams are hereby appointed Class Representatives for the Settlement Class.

13. Any funds remaining in the Settlement Fund after the payments to Settlement Class Members, service award to the Named Plaintiffs, attorneys' fees, costs, and litigation expenses (including settlement administration costs) shall thereafter be paid as a donation to the *cy pres* recipient:

**Bay Area Legal Services Inc.  
1302 N. 19th Street, Suite 400  
Tampa, Florida 33605-5230**

14. The Court finds on a preliminary basis that the terms of the Settlement are fair, reasonable, and adequate. See Fed. R. Civ. P. 23(e). The Court further finds that the Settlement is the result of arm's-length negotiations following contested litigation. The Court's conclusion that the Settlement was fairly negotiated at arm's length is buttressed by the fact that the Settlement was

reached after substantive litigation, including significant written discovery, Defendant's potentially dispositive motion to dismiss was fully briefed, and only after two separate mediation sessions were conducted.

15. More specifically, the Court finds and concludes that the Notices of Settlement, both the short form Notice of Settlement, (Dkt. 49-3), which will be mailed to Settlement Class Members and the long form Notice of Settlement, (Dkt. 49-4), which will be made available on the Settlement Administrator's website, attached as Exhibit C and Exhibit D to the Preliminary Approval Motion, and the procedures set forth in the Settlement Agreement for providing notice to the Settlement Class, satisfies the notice requirements of Rule 23, adequately advises Settlement Class Members of their rights under the Settlement Agreement, and meets the requirements of due process. The Notices of Settlement fairly, plainly, accurately, and reasonably provide Settlement Class Members with all required information, including (among other things): (1) a summary of the lawsuit; (2) a clear definition of the Settlement Class; (3) a description of the material terms of the Settlement; (4) a disclosure of the release of claims; (5) instructions as to how to object or opt-out to the Settlement and a date by which Settlement Class Members must object or opt-out; (6) the date, time, and location of the Final Approval Hearing; (7) contact information for the Settlement Administrator; (8) the website address for the Settlement website and the toll-free telephone number that Settlement Class Members may call for further information; and (9) the amount that Class Counsel may seek in attorneys' fees and expenses, as well as the proposed

Class Representative Service Award and costs of administration.

16. The proposed plan for mailing the short form Notice of Settlement by U.S. First Class Mail to the members of the Settlement Class is an appropriate method, reasonably designed to reach those individuals who would be bound by the Settlement. The short form Notice of Settlement will direct the Settlement Class Members to the Settlement website which will then provide access to additional information, including the long form Notice of Settlement. Accordingly, the Court approves both Notices of Settlement, attached as Exhibit C and Exhibit D to the Preliminary Approval Motion, and the manner of distributing the Notices of Settlement to the Settlement Class.

17. Any Settlement Class Member who wishes to object to the Settlement must submit a written statement of objection to the Settlement Administrator, postmarked **no later than sixty (60) days after the Class Notice Date**. The statement of objection must state the case name and number; specify the basis for the objection; provide the name, address, telephone number, and email address of the Settlement Class Member making the objection; and indicate whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel. In addition, any statement of objection must be personally signed by the Settlement Class Member and, if represented by counsel, then also by counsel. Any Settlement Class Member who fails to timely object to the Settlement in the manner specified above shall be deemed to have waived any objections to the Settlement and shall be foreclosed from making any objections, whether by appeal or otherwise, to the

Settlement.

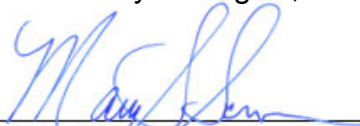
18. Any Settlement Class Member who wishes to opt out of the Settlement must submit a written statement to the Settlement Administrator requesting exclusion from the Settlement, postmarked **no later than sixty (60) days after the Class Notice Date**. The opt-out request must state the case name and number, contain the name, address, telephone number, and email address of the Settlement Class Member requesting exclusion, and be personally signed by that Settlement Class Member. Any Settlement Class Member who timely requests exclusion from the Settlement will not be entitled to any Settlement Payment and will not be bound by this Settlement or have any right to object, appeal or comment thereon. No opt-out request may be made on behalf of a group of Settlement Class Members.
19. The Final Approval Motion and any motion for fees and costs shall be filed **no later than ten (10) days prior to the date of the Final Approval Hearing**. In the Final Approval Motion, Class Counsel shall address any timely submitted objections to the Settlement.
20. The Court will conduct a Final Approval Hearing on **November 5, 2020, at 1:30 p.m.**, at the Sam M. Gibbons United States Court House, 801 North Florida Avenue, Tampa, Florida 33602, Courtroom 7A, which is **not less than 120 days from today**, to determine whether the Settlement is fair, reasonable, and adequate and if final approval should be granted; whether any objections to the Settlement should be overruled; whether Class Counsel's motion for attorneys' fees and expenses should be granted; and whether a class

representative service award to the named Plaintiffs should be approved.

21. The Court's prior Order of Dismissal Without Prejudice, (Dkt. 48), is

**VACATED.**

**DONE AND ORDERED** in Tampa, Florida this 4th day of August, 2020.



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MARY S. SCRIVEN  
UNITED STATES DISTRICT JUDGE

**Copies furnished to:**

Counsel of Record

Any Unrepresented Person

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