

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

**DISTRICT COURT
SECOND JUDICIAL DISTRICT
Case Type: Civil Other**

GERALDINE TYLER, on behalf of herself and all
others similarly situated,

Case No.: 62-CV-19-6012

Plaintiff,

CLASS ACTION

v.

HENNEPIN COUNTY, MINNESOTA, et al.,

Consolidated with:
62-CV-23-3405
69-H1-CV-23-713

Defendants.

**FINAL JUDGMENT APPROVING CLASS ACTION SETTLEMENT,
SERVICE AWARDS, ATTORNEYS' FEE AND EXPENSE AWARD,
AND ORDER OF DISMISSAL WITH PREJUDICE**

Upon consideration of the Motion for Final Approval of the Settlement¹ of the above-referenced Litigation (Doc. 76), the motion for attorneys' Fee and Expense Award and Class Representative Service Awards (Doc. 71), and the terms of the Settlement Agreement, attached as Exhibit 1 (Doc. 64), the Court being fully advised and having considered arguments and submissions of the Parties regarding, *inter alia*, the fairness, reasonableness and adequacy of the Settlement, Settlement Agreement and Plan of Allocation at the Final Approval Hearing conducted on December 16, 2024, and otherwise, **IT IS HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. This Court has jurisdiction over the subject matter of this Litigation and over all Parties to the Litigation, including all Settlement Class Members.
2. The Settlement Agreement is incorporated herein by reference as if fully set out

¹ For purposes of this Final Judgment, capitalized terms used herein have the definitions set forth in the Settlement Agreement.

herein.

3. In accordance with Minnesota law and the Constitutions of Minnesota and the United States, and as set forth more fully below, Settlement Class Members have had notice of the Settlement Agreement and the opportunity to be heard on all issues regarding its fairness, reasonableness and adequacy, including with respect to the resolution and release of their Claims, *inter alia*, by having the opportunity to submit objections to the Court, and participate in the Final Approval Hearing.

4. No Settlement Class Member filed an objection to the Settlement or any term thereof, nor has any Settlement Class Member objected to the requested attorneys' Fee and Expense Award or the Service Award to the Lead Plaintiffs.

5. The Motion for Final Approval of the Settlement Agreement is hereby **GRANTED**, the Settlement of the Litigation and Plan of Allocation are **APPROVED** as fair, reasonable, and adequate, and the settling Parties are hereby directed to take all steps necessary to effectuate the terms of the Settlement Agreement.

6. The Court finds, for the purpose of the Settlement only, that the prerequisites for a class action under Rules 23.01 and 23.02(c) of the Minnesota Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Lead Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Lead Plaintiffs and Plaintiffs' Lead Class Counsel have represented, and will represent, the interests of the Settlement Class fairly and adequately; (e) the questions of law and fact common to Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other methods for the

fair and efficient adjudication of the Litigation.

7. Pursuant to Rules 23.01 and 23.02(c) of the Minnesota Rules of Civil Procedure, and for purposes of this Settlement only, the Litigation is therefore certified to proceed as a class action with the Settlement Class defined as follows:

All Persons, their heirs, assignees and successors, who, during the Class Period(s), held any ownership interest, lien or other security interest, in an Eligible Property at the time of Forfeiture for which there is Surplus Value.

Exclusions. The following will be excluded from the Settlement Class:

- a. Released Defendant Parties are excluded from the Settlement Class for the purpose of seeking recovery for an *ad valorem* property tax lien but may participate in the Settlement to the extent they seek recovery for other liens;
- b. Any Judge assigned to hear any portion of this Litigation and their law or similar clerk(s);
- c. All persons who satisfy the Settlement Class definition and submit a timely and valid Request for Exclusion from the Settlement Class; and
- d. All former holders of a lien against an Eligible Property that has been satisfied or released since the Date of Forfeiture.

8. The Court appoints Plaintiffs Geraldine Tyler, Sharon Sporleder, Darrin Demars and Sally Trenti Turk as the Lead Plaintiffs and class representatives of the Settlement Class.

9. Pursuant to Rule 23.07 and the Court's Preliminary Approval Order,² the Court confirms the appointments of Charles Watkins and David Guin of Guin, Stokes & Evans, LLC, Garrett Blanchfield and Roberta Yard of Reinhardt Wendorf & Blanchfield, Vildan Teske of Teske Law PLLC as Lead Plaintiffs' Class Counsel. The Court also confirms the appointments of Lead Plaintiffs' Class Counsel, plus Shawn Raiter of Larson King LLP, and Jerome Feriancek of Trial Group North, PLLP, as Plaintiffs' Class Counsel.

² Order Consolidating Cases, Preliminarily Approving Settlement, Conditionally Certifying Class for Settlement Purposes, Approving Form and Manner of Class Notice, Approving Plan of Allocation, and Setting Date for Final Approval Hearing (Doc. 63).

10. The Court finds that the Settlement Agreement was negotiated at arm's length, and with the expert assistance of the Honorable James Rosenbaum, Chief Judge, United States District Court for the District of Minnesota (retired), over an eight-month period by highly experienced counsel who were fully informed of the facts and circumstances of this Litigation and of the strengths and weaknesses of the case.

11. The Court finds that the dissemination of notice of the pendency of the litigation as a class action and its proposed settlement via mail, publication and other means as set forth in the Notice Plan: (a) were implemented in accordance with the Court's Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement Agreement and all material terms thereof; (d) satisfied the requirements of Rule 23.03(b)(2) of the Minnesota Rules of Civil Procedure, the Minnesota Constitution, the United States Constitution, and all other applicable laws and rules; and (e) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of: (i) the pendency of the action as a class action; (ii) the effect of the proposed Settlement Agreement (including the releases to be provided thereunder); (iii) Plaintiff Class Counsels' proposed Fee and Expense Award and the requested Service Awards to the Lead Plaintiffs; (iv) their right to object to any aspect of the Settlement, Plaintiff Class Counsel's Motion for Attorneys' Fees, and/or the Service Awards to the Lead Plaintiffs; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to appear at the Fairness Hearing.

12. Pursuant to Minnesota Rule of Civil Procedure 23.05(a), the Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation, the amount of the Settlement Fund, Plan of Allocation, Notice

Plan, the releases, including the definitions of Released Claims and Released Defendant Parties, and the dismissal with prejudice of all claims asserted against the Released Defendant Parties), and finds that:

- (i) the Settlement Agreement and Settlement reflected therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Settlement Class;
- (ii) Lead Plaintiffs and Lead Plaintiffs' Class Counsel have more than adequately represented the Settlement Class;
- (iii) there was no collusion in connection with the Settlement;
- (iv) the Settlement should be approved as: (i) it is the result of serious, extensive arm's-length and non-collusive negotiations between experienced counsel overseen by an experienced mediator; (ii) it is fair, reasonable and adequate; and (iii) it has no obvious deficiencies;
- (v) the relief provided for the Settlement Class is adequate, having taken into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' Claims; (iii) the terms of the proposed Fee and Expense Award and Service Awards, including the timing of such payments; and (iv) any agreement required to be identified under Minnesota Rule of Civil Procedure 23.05(b);
- (vi) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each other; and

- (vii) the record is sufficiently developed and complete to have enabled Lead Plaintiffs, Defendants and their counsel to have adequately evaluated and considered their positions.

13. With respect to the determination that the Settlement Agreement is fair, reasonable and adequate, the Court specifically notes that this Litigation involves complex and novel factual and legal issues, and the Settlement amount reflects a substantial benefit to Settlement Class Members.

14. Lead Plaintiff Class Counsels' motion for an award of fees and expenses is **GRANTED**. Plaintiffs' Class Counsel expended significant time and energy investigating and prosecuting this Litigation for the benefit of Settlement Class Members and advanced litigation costs with no guarantee of recovering payment for either. This Action presented novel and complex issues of law and fact, challenging the constitutionality of a law that had been in place for ninety years, and that necessitated Lead Plaintiff Class Counsel's work for more than six years, including obtaining a favorable result from the U.S. Supreme Court, ultimately resulting in this Settlement that provides substantial benefits to the Settlement Class. The requested Fee and Expense Award is fair and reasonable and payments of the Fee and Expense Award shall be made and allocated among Plaintiffs' Class Counsel in accordance with the terms set forth in the Settlement Agreement.

15. The attorneys' Fee and Expense Award shall therefore be calculated and paid as follows, consistent with Paragraph 11 of the Settlement Agreement:

- (i) An initial payment of 15% of the \$109 million Settlement Fund, plus any interest earned thereon while such amount has been in the Escrow Account, to be paid within three (3) business days following the

Effective Date; plus

- (ii) Additional amounts calculated as 8% of all Approved Claims, plus any interest earned thereon while such amounts were in the Escrow Account, to be paid on the Distribution Date. If any Approved Claims are paid after the Distribution Date, the Claims Administrator shall calculate and distribute to Lead Plaintiffs' Class Counsel the additional 8% Fee and Expense Award attributable to such later Approved Claims.
- (iii) The Fee and Expense Award shall be allocated among Plaintiffs' Class Counsel (plus any other counsel, including Pacific Legal Foundation, who, in the discretion of Lead Plaintiffs' Class Counsel, materially aided them in obtaining the benefit of this Settlement) by Lead Plaintiffs' Class Counsel in their discretion, such allocation to reflect Lead Plaintiffs' Class Counsel's good faith evaluation of the contributions each firm or attorney made to the initiation, prosecution and resolution of the Litigation. Such allocation is subject to approval by the Court only in the event any Plaintiffs' Class Counsel or the Pacific Legal Foundation appeal to the Court the allocation made by Lead Plaintiffs' Class Counsel. Plaintiffs' Class Counsel submit to the jurisdiction of the Court for purposes of the Fee and Expense Award and any allocation thereof.

16. Service Awards in the aggregate amount of \$50,000, plus their individual settlement benefits under the Settlement Agreement to the Lead Plaintiffs, in settlement of their

claims and in recognition of their services to the Settlement Class as Class Representatives are approved as fair and reasonable, such payments to be made and allocated among the Lead Plaintiffs by Lead Plaintiffs' Class Counsel in accordance with the terms set forth in the Settlement Agreement.

17. This Order is binding on all Settlement Class Members, except those Persons who validly and timely excluded themselves from the Settlement Class, who are also listed in Exhibit J to the Declaration of Jeanne C. Finegan, APR, in Connection with Implementation of Notice Program (Doc. 78 at paragraph 57) ("Finegan Final Approval Declaration").

18. Notice of entry of this Final Judgment and Order of Dismissal has been given to Lead Class Counsel on behalf of the Settlement Class Members. It shall not be necessary to send additional notice of entry of this Final Judgment and Order of Dismissal to individual Settlement Class Members.

19. Subject to all terms and conditions of the Settlement Agreement, the operative complaints and all claims asserted therein in this Litigation are hereby dismissed with prejudice and without costs to any of the Parties other than as provided for in the Settlement Agreement and any Order of this Court.

20. Without further action by anyone, except as to any individual claim of those Persons who have validly and timely requested exclusion from the Settlement Class identified in Exhibit J to the Finegan Final Approval Declaration, the Court hereby dismisses the Litigation and all Released Claims against the Released Defendant Parties with prejudice in accordance with the terms of the Settlement Agreement, as set forth below:

- (i) "Released Claims" means, collectively, any and all claims, demands, rights, liabilities, suits, debts, obligations, and causes of action of

every nature and description whatsoever, known or unknown, in law or in equity, based on state or federal law, the United States Constitution, or the Minnesota Constitution that the Lead Plaintiffs or any other Settlement Class Members asserted or could have asserted in the Litigation against any Released Defendant Party, or which any Released Defendant Party could have asserted in the Litigation against any Lead Plaintiff or Settlement Class Member or their attorneys, agents or representatives, in any way relating to or arising from claims and defenses asserted in the Litigation, or which in any way relate to or arise from the Lead Plaintiffs' or Settlement Class Members' Property Tax Obligation or the forfeiture, foreclosure, or sale by the State or any Participating County of any Eligible Property, or relating to the Defendants' or Participating Counties' retention of either the Eligible Properties or the value of such Eligible Properties in excess of such Eligible Properties' Property Tax Obligation(s)

- (ii) "Released Defendant Parties" means "Released Defendant Party" or "Released Defendant Parties" means the Defendants, the State of Minnesota and each of its agencies, instrumentalities, and political subdivisions (including Participating Counties, cities, townships, school districts, and all of their past, present, or future officials, employees, and any other agents including each of the Defendants in the Litigation), any recipients other than the Non-Participating Counties of funds distributed per Minn. Stat. § 282.08 or other

applicable law, and any successors to the State's interest in an Eligible Property. Released Defendant Party(ies) does not include Non-Participating Counties.

- Upon the Effective Date, and as provided in the Settlement Agreement, each Lead Plaintiff and each Settlement Class Member, including, without limitation, spouses, heirs, beneficiaries, administrators, successors, subsidiaries, affiliates and assigns (except as to any Persons who have validly and timely requested exclusion from the Settlement Class): For themselves and on behalf of each of their respective spouses, heirs, executors, beneficiaries, administrators, successors, assigns, subsidiaries, affiliates and any other Person claiming (now or in the future) through or on behalf of any of them directly or indirectly, shall have released, waived, and discharged each and all of the Released Claims against the Released Defendant Parties without regard to whether the Settlement Class Member or Plaintiff ever makes, asserts or seeks to assert a Claim; Shall have covenanted not to sue the Released Defendant Parties with respect to any of the Released Claims; and Shall be permanently barred, enjoined, and restrained from commencing, asserting, maintaining, prosecuting, or otherwise pursuing, either directly or indirectly, any of the Released Claims against the Released Defendant Parties in the Litigation or in any other action or any proceeding, in any state court, federal court, arbitration,

administrative forum, or other forum of any kind.

In addition, without further action by anyone:

- (i) Upon the Effective Date, the Released Defendant Parties shall have released, waived, and discharged each and all of the Released Claims against the Lead Plaintiffs, their counsel and all Settlement Class Members; and
- (ii) Each Lead Plaintiff and Settlement Class Member who receives compensation pursuant to this Agreement shall be barred from making application to repurchase an Eligible Property pursuant to Minn. Stat. § 282.241.

21. Pursuant to the Legislative Appropriation and Paragraph 3.7.B. of the Settlement Agreement, any monies remaining in the Net Settlement Fund on June 30, 2026, including all interest on and accretions thereto, shall revert and be repaid to the State pursuant to the terms of the Legislative Appropriation. For the purpose of determining what monies remain unspent in the Net Settlement Fund on June 30, 2026, all amounts in the Escrow Account that have been calculated and reserved for payment by the Claims Administrator as of June 30, 2026 for Settlement Payments, Notice and Administration Costs, Taxes and Tax Expenses, Service Awards or any portion of the Fee and Expense Award shall not be considered to be “money that remains unspent on June 30, 2026” within the meaning of Section 1, Subd. 5 of the Legislative Appropriation. For avoidance of doubt, funds that shall not be considered to constitute “money that remains unspent on June 30, 2026” within the meaning of Section 1, Subd. 5 of the Legislative Appropriation include, but are not limited to: (a) checks or electronic transfers paid from the Escrow Account that have not cleared, (b) Settlement Payments or other payments that

have been determined to be owed but have not been processed for payment, and (c) Settlement Payments, payments for Notice and Administration Costs, Service Awards, Taxes, Tax Expenses, or any portion of Fee and Expense Awards or other payments that the Claims Administrator has reserved for payment.

22. Without affecting the finality of this Order in any way, this Court retains continuing and exclusive jurisdiction over the Litigation and the Parties, including Settlement Class Members who have not timely and properly excluded themselves, for purposes of the administration, construction, interpretation, implementation, enforcement, and modification of the Settlement Agreement as needed, and this and any other orders of the Court, and any motion for an award for attorneys' fees and expenses.

23. Without further approval from the Court, Lead Plaintiffs' Class Counsel and Defendants' Lead Counsel are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement as may be necessary to effectuate the Settlement that (a) are not materially inconsistent with this Order; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement Agreement. Without further order of the Court, Lead Plaintiffs' Class Counsel and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.

24. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Effective Date does not occur, or in the event that the Effective Date has yet to occur by January 15, 2026 and "money remains unspent" within the meaning of the Legislative Appropriation, the Parties will comply with Section 3.7.B.2 of the Settlement Agreement and advise the Court by January 30, 2026 of (1) the amount of funds that

remain unspent, (2) the status of any efforts to amend the reversion date in the Legislative Appropriation, and (3) if any modifications to this Final Judgment are necessary.

25. The Court directs immediate entry of this Judgment by the Court Administrator pursuant to Minnesota Rule of Civil Procedure 58.01.

SO ORDERED this 16th day of December, 2024.

Filed in District Court
State of Minnesota
12/17/2024

BY THE COURT:

Castro, Leonardo (Judge)
Dec 16, 2024 11:33 AM



HON. LEONARDO CASTRO
Second Judicial District
Ramsey County

I certify the above order constitutes the Judgment of the Court.

Court Administrator

12/17/2024 11:59 am

By:

