NORTH CAROLINA

MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
21 CVS 4063

ROBERT WRIGHT, MARK MICHALEC, and SCOTT SHIPMAN individually and on behalf of all others similarly situated,

Plaintiffs

v.

CITY OF CHARLOTTE

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL REQUESTED

NOW COME Plaintiffs Robert Wright, Mark Michalec, and Scott Shipman ("Plaintiffs"), individually and on behalf of all others similarly situated participants in The Charlotte-Mecklenburg Voluntary Police Pledge Fund (the "Class") pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, stating their claims against Defendant City of Charlotte ("Charlotte").

FILED

BACKGROUND

On information and belief, in 1966 Defendant City of Charlotte, presumably in an effort to assist the families of long-term police officers at the time of death approved a plan whereby active-duty police officer participants who agreed to pay Ten Dollars ($10.00) to the family of

each deceased police officer participant in exchange for the promise that his or her estate would likewise receive Ten Dollars ($10.00) from each active-duty police officer participant at the time of his or her passing. As the program evolved years later, hundreds of people have lost thousands of dollars as a result of Defendant's breaches of fiduciary duty and/or negligent representation or negligent omissions made in connection with this purported benefit plan.

The program was promoted, sponsored, and ultimately administrated by Defendant as "The Charlotte-Mecklenburg Voluntary Police Pledge Fund" ("Pledge Fund") and it existed in various forms for over 50 years. On information and belief, the Pledge Fund initially required each police officer participant to authorize the deduction of Ten Dollars ($10.00) from his or her pay to be given to the beneficiary or estate of a deceased police officer participant following death. It is believed that this deduction only occurred when needed to support a participant's family in time of bereavement.

Thereafter, on information and belief, presumably to allow for the creation of a corpus out of concern that the program would not otherwise be viable, to discourage the withdrawal of Pledge Fund participants, to facilitate the ease of administration, and to serve as a recruitment incentive, the Pledge Fund was restructured. As a result of the restructuring, participants were required to authorize the City of Charlotte to make weekly salary deductions of Five Dollars ($5.00), resulting in annual salary deductions of Two Hundred Sixty Dollars ($260.00) per participant. These deductions, which should have been held in trust, were intended to create a fund from which withdrawal would be made for participants or their estates when qualified. On information and belief, the deducted funds were not segregated in individual

participant accounts or even in a Pledge Fund trust account, but rather were deposited in a single operating account with other Charlotte funds under the control of the City of Charlotte and, on information and belief, comingled with other funds of the City of Charlotte.

Defendant's sponsored Pledge Fund evolved through the years and was expanded to allow other employees of the Police Department to participate and to provide that when a participant employee (a) died, (b) retired after twenty years of service or (c) was terminated after working 20 years, he or she would receive Ten Dollars ($10) from each of the other then Pledge Fund participants, which Ten Dollars ($10.00) presumably had been previously paid into the Pledge Fund and held in an account of the City of Charlotte. Of course, this addition of new participants contributing less than they would ultimately receive, extended the time before the Fund failed.

Unfortunately, the Pledge Fund was never approved by an actuary or anyone with financial acumen, was not sustainable and was without any long-term chance of success absent active and prudent management of its corpus which was never provided by the City of Charlotte. Defendant breached its fiduciary duties and / or negligently misrepresented the benefits of the Pledge Fund to their employee participants by allowing the Pledge Fund to be used as a recruitment tool, promoted as an employment benefit, and sanctioned without any examination as to its long-term viability as initially structured or as later revised. Thereafter, Defendant repeatedly breached its fiduciary duty and continued its negligent misrepresentation with the recruitment of each new participant and with each deduction from a participant's weekly pay until the Pledge Fund was unable to meet its financial obligation and was terminated leaving hundreds of participants with little to receive from their fateful contributions to the Pledge Fund.

PARTIES

1. Plaintiff Robert Wright is a citizen and resident of Mecklenburg County, North Carolina. Wright has been a sworn law enforcement officer employed by Charlotte for less than 20 years. Wright has participated in the Pledge Fund and has had Five Dollars ($5.00) deducted from his salary weekly since first employed.

2. Plaintiff Mark Michalec is a citizen and resident of Cabarrus County, North Carolina. Michalec is a sworn law enforcement officer employed by Charlotte for more than 20 years. Michalec has participated in the Pledge Fund and has had Five Dollars ($5.00) deducted from his salary weekly since first employed.

3. Plaintiff Scott Shipman is a citizen and resident of Union County, North Carolina. Shipman was a sworn law enforcement officer employed by Charlotte. Prior to his retirement, Shipman participated in the Pledge Fund and had Five Dollars ($5.00) deducted from his salary weekly until he retired on July 1, 2018. Shipman has not received any payment from the Pledge Fund.

4. Plaintiffs Wright, Michalec, Shipman and other members of the Class, are brave public servants and community minded citizens. However, their employment with the Police Department did not require a background in finance or investing and none of the participant class members had such a background. They each made the decision to participate in the Pledge Fund based on the trust and confidence placed in senior members of the Police Department arising from the strong recommendations made to them at the time of their employment by employees of the City of Charlotte, their desire to be part of the Charlotte police force team which supported other team members and would support them when needed, as well as on the fact that the Pledge Fund was sponsored, approved, and administered by the City of Charlotte.

5. Upon information and belief, Defendant Charlotte is a municipal corporation created by the General Assembly of North Carolina. Since 1929, Charlotte has operated under a "council-manager" form of government that divides responsibilities between elected officials and an appointed city manager. The mayor and city council are the "board of directors" of this municipal corporation. As such, they set policy, approve the financing of all City operations, and enact ordinances, resolutions, and orders.

6. At all times relevant, Defendant Charlotte was the largest city in North Carolina and one of the largest cities in the United States. At the time, the Pledge Fund was first approved and thereafter Charlotte has regularly dealt with sophisticated financial matters of projections and budgeting as well as the financial aspects and issues arising from the sponsoring insurance, and retirement planning programs for its employees. On information and belief, at all-time relevant to the claims asserted herein, the City of Charlotte has had accountants and actuaries on staff or regularly engaged the services of actuaries and could easily have had an actuary review the proposed Pledge Fund and, if it had done so, the reviewer would have easily determined that the Pledge Fund was not sustainable, not viable over time and would fail.

7. The Charlotte-Mecklenburg Police Department is a subunit or department of the City of Charlotte. It is the largest law enforcement agency in Mecklenburg County and the largest police department between Washington, D.C., and Atlanta. It is a 27-year-old organization with a rich history that dates back more than 140 years. Before the Police Department was formed in 1993, it existed as the separate Charlotte Police and Mecklenburg County Police departments. The Police Department employs approximately 1,900 sworn officers and 539 civilian employees and all members or employees of the Police Department are employees of and paid by the City of Charlotte.

THE CLASS

8. The Class is defined as all participants of the Pledge Fund at the time it was terminated who have not received or will not receive their promised return from their participation in the Pledge Fund.

9. The exact number of participants in the Class is not known, but it is believed to be approximately eleven hundred (1,100). The Class is so numerous that it is impractical to bring each claim individually. The claims of the Class share common questions of law and fact, and individual aspects of the claims are easily categorized to allow for the determination of each Class members' loss. Plaintiffs Wright, Michalec, and Shipman have agreed to represent not only their personal interests in this matter, but also to represent fairly the interests of the entire Class. There is no obvious or foreseeable conflict between each Plaintiffs' interests and intended outcome and the interests and intended outcome for the Class they seek to represent. In addition, plaintiffs' counsel is experienced in class actions, financial and investment related litigation.

JURISDICTION AND VENUE

10. This Court has jurisdiction over these claims pursuant to N.C. Gen. Stat.§ 1 - 75.4(1).

11. Venue is proper in this Court pursuant to N.C. Gen. Stat.§ 1 –82.

FACTS

12. In a January 17, 1966, Charlotte City Council meeting, the Council unanimously authorized "payroll deduction of funds for Volunteer Police Pledge Fund." **Exhibit A.**

13. On April 8, 1969, at a Charlotte City Council meeting, the City Manager confirmed that in 1966 the Council "approved a Volunteer Pledge Fund for the Police Department permitting payroll deduction of $5 each when there is a death of a member of the department, with the money going to the beneficiary." **Exhibit B.**

14. On information and belief, the 1966 Charlotte City Council meeting referred to in paragraph 12 above and the 1969 Charlotte City Manager comments referred to in paragraph 13 above, reflected the intended working of the fund in its early days.

15. At all times relevant, whenever Charlotte hired a police department employee, as part of the onboarding process, an agent(s) of the City of Charlotte actively encouraged the newly hired employee to join the Pledge Fund within thirty (30) days of hiring. On information and belief, the agent(s) of the City of Charlotte told the newly hired employees (a) that the Pledge Fund was a good employee benefit which would return to the participant upon vesting more money than had been paid into it, (b) that the Pledge Fund was a vehicle by which they could support more senior police offices and (c) that the Pledge Fund was a vehicle by which they would be supported by subsequent enrollees.

16. At all times relevant to this complaint, Defendant's agents signed up Pledge Fund participants while actively engaged in the scope and practice of their work for Defendant and at the same time and in the same manner as newly hired employees were enrolled in other employment benefit programs. Indeed, up until recently, the Police Department listed the Pledge Fund on its voluntary benefits page of its human resources intranet site along with health insurance, 401k, and life insurance benefits. **Exhibit C.**

17. The Pledge Fund evolved such that at all times relevant to this complaint the City deducted Five Dollars ($5.00) every week from each participants' pay which resulted in an

annual deduction of Two Hundred Sixty Dollars ($260.00) per participant. This money was to be used to pay Ten Dollars ($10.00) to (a) each participant who retired after twenty (20) years of service, (b) each participant who was terminated after working twenty (20) years, and (c) the estate or beneficiary of each participant should he or she pass prior to fulfilling (a) or (b). In return for his or her weekly deductions, the participant would likewise receive Ten Dollars ($10.00) from each then participant when he or she (a) retired after twenty (20) years of service, (b) was terminated after twenty (20) years of employment, or (c) died.

18. Upon information and belief, there were approximately eleven hundred (1,100) participants at the time the Pledge Fund ceased to function. Based on eleven hundred (1,100) participants, a participant retiring after twenty years would expect to receive $11,000 having only had $5,200 deducted from his or her pay. Someone educated as an actuary or Certified Public Accountant or even a financial department manager with an inquisitive mind would have easily known the fund was not sustainable over time without an ever-increasing number of participants absent prudent investing as the City was authorized to do pursuant to North Carolina General Statutes Sec. 159-30.

19. Defendant's sponsorship is clearly confirmed by The Enrollment Form for the Pledge Fund which prominently displays the Charlotte Mecklenburg Police Department logo, requires an employee ID number, and is labeled: "For Office Use only." **Exhibit D.**

20. The Charlotte officials maintained the Pledge Fund Enrollment Forms which were, on information and belief, created by someone in the financial department of the City of Charlotte to provide the legal authorization upon which City officials could and did deduct Five Dollars ($5.00) from each participant's weekly pay.

21. Upon information and belief, the deductions taken from participant's weekly pay were not segregated into separate participant accounts, nor formally held in a trust account as they should have been, nor invested in any manner as authorized by North Carolina General Statute Sec. 159-30. Rather, on information and belief, the deductions were deposited in a general operating account or a cash account in the name of the City of Charlotte and maintained as a bookkeeping entry for that City account.

22. The City of Charlotte's sponsorship of the Pledge Fund and its offering of the Pledge Fund as a benefit of employment cannot be denied. In addition to being promoted as benefit during the employment onboarding process and being further so represented on the Police Department's intranet site, the City of Charlotte, except as specifically approved, has only allowed payroll deductions for (1) employee benefits, (2) parking and bus passes, (3) and eligible charitable organizations. The Pledge Fund is neither a parking pass, bus pass or a charitable organization.

23. By sponsoring, soliciting, enrolling participants, administering, and collecting funds through payroll deductions for participation in the Pledge Fund, Defendant City of Charlotte, in addition to the duties associated with receiving funds in trust, owed the participants in its voluntary employee benefit, a fiduciary duty to ensure that the Pledge Fund was, in fact, a viable employment benefit. By failing to analyze the Pledge Fund to understand that it was not viable long term as structured and by failing to manage the Pledge Fund prudently in a way that might allow it to meet its stated objective either by use of internal city employees or by use of outside investment professionals as allowed by North Carolina General Statute Sec. 159-30, the Defendant breached the trust placed in it by each participant and breached its fiduciary duties to each participant.

24. On information and belief, approximately sixty (60) participants who retired with 20 or more years of service after September 14, 2017 have not received the promised Pledge Fund benefit which would have required approximately Six Hundred Sixty Thousand Dollars ($660,000).

25. On information and belief, Defendant became aware at least by early 2018, if not earlier, that the Pledge Fund did not contain the funds required to satisfy its financial obligations to participants going forward. However, upon information and belief, Defendant continued to deduct Five Dollars ($5.00) weekly from each current participant until sometime the following year.

26. At no point prior to July 2019, did Defendant advise the participants of any possible problems with the Pledge Fund and, on information and belief, Defendant was endorsing and actively enrolling newly hired employees to the Pledge Fund until July 2, 2019.

27. On July 2, 2019, participants Katrina Graue, Jeffery Estates, Kellie High-Forster, Johnny Jennings, and Michael Burke commenced an action seeking dissolution and distribution of such Pledge Fund moneys then being held by the City of Charlotte. A copy of the Complaint is attached as **Exhibit E.**

28. The Court in the Graue action appointed retired Superior Court Judge F. Lane Williamson as a receiver to make a recommendation as to how to liquidate such funds as remained in the Pledge Fund. On June 30, 2020, Judge Williamson issued his Report of Receiver copy of which is attached as **Exhibit F.**

29. The Report of Receiver determined that the most equitable distribution of the remaining Pledge Fund assets would be a "nominal - $152.65 [per participant] assuming no

other reduction in the Fund balance." For the approximately sixty (60) participants who retired with twenty (20) or more years of service after September 14, 2017 and who had contributed at least $5,200 expecting to receive at least $11,000, every participant to terminate his or her employment after twenty (20) or more years, and every participant who hoped to be employed for at least twenty (20) years, the payment is truly a broken promise.

30. The last sentence of the Receiver's Report clearly states, ***"I therefore have not considered any issues bearing upon the possible liability of any third party to the Fund and/or its participants."*** (Emphasis added)

31. On information and belief, all moneys deducted from the weekly pay of participants was deposited in a City of Charlotte operating account and because Judge Williamson's report only addressed the amount of money held in the Pledge Fund, a separate fund into which funds were paid when needed to be disbursed, the City of Charlotte bears a fiduciary duty to establish that all funds withdrawn from the participants weekly pay were in fact transferred from the City of Charlotte operating account to the to Volunteer Fund and should be required to undertake such accounting.

FIRST CLAIM FOR RELIEF
(Breach of Fiduciary Duty)

32. Paragraphs 1 through 31 are incorporated fully and completely as if restated in totality herein.

33. The City of Charlotte, having sponsored, promoted as an employee benefit, solicited membership in, deducted moneys for, and administered the Pledge Fund as an employee benefit to prospective employees and very recently hired employees, assumed a position of trust and confidence with the participants and owed to the participants a duty to

monitor the funds and ensure that the fund was as represented, that the Pledge Fund was at all time viable and that the assets would be held so as to accomplish the stated purpose of the Pledge Fund.

34. Having maintained funds collected in trust in one or more operating accounts, the Defendant has a fiduciary duty to account for all funds collected to insure all such collected funds are property recognized as Pledge Fund funds.

35. The City of Charlotte having failed to fulfill its fiduciary duty to all class members owns to each class member such amount as will be determined by the court and an amount in excess of Twenty-Five Thousand Dollars.

ALTERNATIVE SECOND CLAIM FOR RELIEF

(Negligent Misrepresentation and / or Omission)

36. Paragraphs 1 through 35 are incorporated fully and completely as if restated herein.

37. Defendant City of Charlotte at all times since the formation of the Pledge Fund had access to the relevant information which if logically analyzed, particularly at all times relevant to the claims of the class herein, would have led to the inescapable conclusion that the Pledge Fund was not sustainable and would ultimately fail and that the representations made to prospective Pledge Fund Participants fundamental were false. At no time was such relevant information made available to named plaintiffs or any class member,

38. The statements, omissions, and actions of agents of defendant City of Charlotte which statements, omissions, and actions were relied upon by all class members, which if not otherwise actionable as alleged herein, constitute actionable negligent misrepresentations, or

contain actionable omissions, and entitled plaintiffs and the class to recover such amount as represented to ultimately be provided by the Pledge Fund.

39. Plaintiffs are entitled to recover from the Defendant such amount as determined by the court, such amount being in excess of Twenty-Five Thousand Dollars ($25,000).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs individually and on behalf of the class they represent pray this Honorable Court as follows:

1. That the Court find that this matter proceed as a class action of all participants who had money withdrawn from his or her pay by the City of Charlotte and has not received the promised payment from the Pledge Fund;
2. That the Court find that the actions of Defendant constitute multiple and continuing breaches of fiduciary duty or alternatively multiple and continuing negligent misrepresentations and omissions upon which plaintiffs relied to their detriment, which entitle plaintiffs to all legal damages allowable by law or to the return of all moneys deducted from plaintiffs' weekly pay, interest at the legal rate on such amount from the date of each deduction, which amount exceeds Twenty-Five Thousand Dollars ($25,000);
3. That the Defendant be required to pay Plaintiffs' reasonable attorneys' fees;
4. That the Plaintiffs have and recover such other and further relief as the Court deems just and proper.

This the 16th day of March 2021.

Daniel R. Taylor, Jr.
E. Winslow Taylor
Attorneys for Plaintiffs
Taylor & Taylor Attorneys at Law PLLC
418 N. Marshall St., Suite 204
Winston-Salem, NC 27101
Telephone: 336-418-4745

W. Ellis Boyle
Attorney for Plaintiffs
Knott & Boyle, PLLC
4800 Six Forks Road, Suite 100
Raleigh, NC 27609
Telephone: 919-783-5900
Facsimile: 919-783-9650

JURY TRIAL DEMANED

Pursuant to Rule 38, North Carolina Rules of Civil Procedure, the plaintiffs demand a trial by jury on all facts so triable.

Daniel R. Taylor, Jr.
E. Winslow Taylor
Attorneys for Plaintiffs
Taylor & Taylor Attorneys at Law PLLC
418 N. Marshall St., Suite 204
Winston-Salem, NC 27101
Telephone: 336-418-4745

EXHIBIT A

A regular meeting of the City Council of the City of Charlotte, North Carolina, was held in the Council Chamber, City Hall, on Monday, January 17, 1966, at 2 o'clock p.m., with Mayor Stan R. Brookshire presiding, and Councilmen Claude L. Albea, Fred D. Alexander, Sandy R. Jordan, Milton Short, John H. Thrower, Jerry C. Tuttle and James B. Whittington present.

ABSENT: None.

The Charlotte-Mecklenburg Planning Commission sat with the City Council and heard the discussions on the Zoning petitions, with the following members present: Mr. Sibley, Chairman, Mr. Ashcraft, Mr. Lakey, Mr. Olive, Mr. Stone and Mr. Turner.

ABSENT: Mr. Gamble, Mr. Jones, Mr. Tate and Mr. Toy.

* * * * * * *

INVOCATION.

The invocation was given by Mr. W. J. Elvin.

MINUTES APPROVED.

Upon motion of Councilman Albea, seconded by Councilman Jordan and unanimously carried, the Minutes of the last meeting of the City Council were approved as submitted to them.

PETITION NO. 66-4 BY DR. T. M. MCMILLAN AND WIFE FOR CHANGE IN ZONING OF 13.4 ACRE TRACT ON THE SOUTHEAST CORNER OF PROVIDENCE ROAD AND CARMEL ROAD, FROM R-15 TO B-1, WITHDRAWN.

Mr. Robert Perry, Attorney for the petitioners of the subject property, advised that Dr. McMillan and his wife wish to withdraw their petition for the reasons they have found that the residents of the community were unaware that the corners of Carmel and Providence Roads and of Sardis and Providence Roads were presently zoned R-15MF; and they were also unaware of the plans for connecting Sardis and Carmel Road. That they anticipate that the residents will study the changing character of these intersections and the Major Thoroughfare Plan and General Development Plan and will be more favorably inclined to the change in zoning of the subject property in the near future.

Councilman Short moved that permission be granted to withdraw the petition. The motion was seconded by Councilman Alexander, and unanimously carried.

HEARING ON PETITION NO. 66-13 BY SHARON HOME LOAN COMPANY AND J. J. HARRIS FOR CHANGE IN ZONING OF PROPERTY EXTENDING FROM SHARON ROAD TO NEAR INVERNESS ROAD AND LYING TO THE SOUTH OF WICKERSHAM ROAD, FROM R-12 TO R-12MF AND O-15 CONTINUED UNTIL FEBRUARY 21, 1966.

ORDINANCE NO. 415 TO AMEND CHAPTER 7 OF THE CODE OF THE CITY OF CHARLOTTE RELATING TO MONUMENTS IN CEMETERIES.

Upon motion of Councilman Thrower, seconded by Councilman Tuttle and unanimously carried, an ordinance entitled: Ordinance No. 415 to Amend Chapter 7 of the Code of the City of Charlotte Relating to Monuments in Cemeteries, was adopted.

The ordinance is recorded in full in Ordinance Book 14, at Page 257.

CROSSING GUARDS AUTHORIZED AT NEWLAND ROAD AND CUMMINS AVENUE AND AT NEWLAND ROAD AND SAMUEL STREET TO SERVE LINCOLN HEIGHTS AND WILLIAMS JUNIOR HIGH SCHOOL, AND TRANSFER OF FUNDS FROM THE CONTINGENCY ACCOUNT, GENERAL FUNDS, FOR THIS PURPOSE.

Upon motion of Councilman Albea, seconded by Councilman Whittington and unanimously carried, a crossing guard was authorized at Newland Road and Cummins Avenue and at Newland Road and Samuel Street to serve Lincoln Heights and Williams Junior High School, and $860.00 was authorized transferred from the General Fund, Contingency Account for this purpose.

TRANSFER OF FUNDS FROM GENERAL FUND, UNAPPROPRIATED FUNDS TO TRAFFIC ENGINEERING DEPARTMENT ACCOUNT FOR THE INSTALLATION OF NEW SCHOOL ZONES AND SIGNS, AUTHORIZED.

Councilman Tuttle moved that $12,680.00 be transferred from the General Fund, Unappropriated funds to the Traffic Engineer Department Account, for the installation of new School Zones and Signs for the 67 elementary and junior high schools located within the city limits, as recommended by the Traffic Engineer. The motion was seconded by Councilman Short and carried unanimously.

See Ordinance No. 550-X attached.

PAYROLL DEDUCTION OF FUNDS FOR VOLUNTEER POLICE PLEDGE FUND, AUTHORIZED.

Councilman Thrower moved approval of the use of payroll deductions for the Volunteer Police Pledge Fund, subject to the details being worked out satisfactorily. The motion was seconded by Councilman Short and carried unanimously.

ENGINEERING AGREEMENT IN CONNECTION WITH THE WIDENING OF SHARON AMITY ROAD FROM TANGLE DRIVE TO INDEPENDENCE BOULEVARD AUTHORIZED WITH RALPH WHITEHEAD & ASSOCIATES.

Upon motion of Councilman Whittington, seconded by Councilman Albea and unanimously carried, an engineering agreement was authorized with Ralph Whitehead & Associates in connection with the widening of Sharon Amity Road from Tangle Drive to Independence Boulevard, AT A TOTAL LUMP sum fee of $12,500.00.

REQUEST OF MRS. W. A. LILLY FOR INFORMATION REGARDING CONSTRUCTION OF SWIMMING POOL IN WOODBURY FOREST REFERRED TO THE PLANNING COMMISSION.

Councilman Tuttle requested Mr. Bobo, Administrative Assistant, to take up the letter from Mrs. W. A. Lilly regarding the construction of a swimming pool in Woodbury Forest with the Planning Commission, AND SEE if anything can be worked out for her.

ADJOURNMENT.

Upon motion of Councilman Thrower, seconded by Councilman Alexander and unanimously carried, the meeting was adjourned.

Lillian R. Hoffman, City Clerk

2ND A.J.

EXHIBIT B

A regular meeting of the City Council of the City of Charlotte, North Carolina, was held in the Council Chamber, City Hall, on Tuesday, April 8, 1969, with Mayor Stan R. Brookshire presiding, and Councilmen Fred D. Alexander, Milton Short, Gibson L. Smith, James B. Stegall, Jerry Tuttle and James B. Whittington present.

ABSENT: Councilman Sandy R. Jordan.

* * * * * * * * *

INVOCATION.

The invocation was given by Councilman Milton Short.

MINUTES APPROVED.

Upon motion of Councilman Whittington, seconded by Councilman Smith, and unanimously carried, the minutes of the last Council Meeting, on March 31, 1969, were approved as submitted.

MAYOR AND COUNCILMEN INVITED TO OPENING OF BASEBALL SEASON IN CHARLOTTE.

Mr. Don Hill stated he is present in reference to the opening of the baseball season; Mr. Phil Houser has just returned from Florida and has asked him to come today and invite the Mayor and Council to a successful season in the baseball park this year. Mr. Hill stated they are happy that the Mayor has agreed to open the season by throwing out the first ball. He stated Mr. Veeder has agreed to accept from the Councilmen the number of tickets for some boxseats for the game on Monday night; that they hope to have the Johnson C. Smith University Band present on Monday for the opening, and they hope to have a good turn-out for the opening season.

STATEMENTS BY VARIOUS CITIZENS.

Mr. W. J. Elvin stated a few weeks ago he suggested that the salaries of the Mayor and Council be increased by 100 percent; that he hoped this increase would encourage people better qualified with a broader general business and financial experience to run for these offices; that he would also suggest that all regular Council Meetings be held in the evening as many of the younger people are not available to hold office or attend meetings or committee assignments unless such a change is made.

Mr. Bobby White of the Derita Jaycees stated they are planning to hold a fair and carnival to open Friday or Saturday night as a project to raise money for their charities.

Mr. White stated the Jaycees want to get involved more in politics; that a lot of their men have expressed interest that has never been expressed before; also, the evening meetings would give them a better chance to attend the meetings and to express their ideas.

Councilman Smith stated he attended their meeting on Monday night and they are really a charitable group and they are young men with a lot of ability; that he commends them to government as the type of people he has talked about who should be involved in city government.

PAYROLL DEDUCTION FOR VOLUNTEER PLEDGE FUND FOR FIRE DEPARTMENT AUTHORIZED.

Mr. Veeder, City Manager, stated in 1966 Council approved a Volunteer Pledge Fund for the Police Department permitting payroll deduction of $5.00 each when there is a death of a member of the department, with the money going to the beneficiary. That the Fire Department through a memorandum from Chief Black has asked for similar privileges for the Fire Department.

Councilman Stegall moved approval of the request as recommended. The motion was seconded by Councilman Short, and after discussion, carried unanimously.

ADJOURNMENT.

Upon motion of Councilman Whittington, seconded by Councilman Stegall, and unanimously carried, the meeting was adjourned.

Ruth Armstrong

Ruth Armstrong, City Clerk

EXHIBIT C

Voluntary Benefits



Voya Contact: 1-800-955-7736
Voya Website: Voya

Additional Benefits: *City of Charlotte Voluntary Benefits*

Beneficiary Changes

State of NC:

- Insurance Benefit Plan for Law Enforcement - Designation of Beneficiary.pdf
- Retirement System Return of Contributions - Designation of Beneficiary.pdf
- Death Benefit - Designation of Beneficiary.pdf

Prudential:

- NC 401(k) Plan - Beneficiary Change form.pdf

VOYA:

- Voya Financial Enrollment and Change Form.pdf

ICMA:

- ICMA-RC Beneficiary Designation Form.pdf

Pledge Fund:

- PPF Enrollment - Beneficiary Change Form.docx

All beneficiary changes can be done online as well. Simply go to the vendor's website, login and change your beneficiaries from there.

Qualifying Status Change

If you would like to change your coverage outside of open enrollment, you must have a qualifying status change such as a birth, adoption, marriage, divorce, death etc.. If you are unsure if you have a qualifying status change please call Hodges Mace.

You have 31 days from the date of the qualifying event to make changes to your coverage. Once this time has passed, you will have to wait until the next open enrollment to make changes.

Have questions? Contact a member of the CMPD Benefits staff and we'll be glad to help you out!

or you can reach out to the whole CMPD HR Team by emailing humanresourcesdivision@cmpd.org

EXHIBIT D

Initial Enrollment [ ] Cancellation [ ]
Name _____
Employee ID #_____

For Office Use Only:
Processed [ ]

CHARLOTTE-MECKLENBURG POLICE VOLUNTARY PLEDGE FUND

I, _____, hereby promise to pay **ten dollars ($10.00) to each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who retires** from the Department while I am a member thereof and who receives retirement benefits from the Local Government Employees Retirement System, whether such benefits are paid because of age, length of service or permanent disability. I also promise to pay ten dollars ($10.00) to any member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund **who becomes separated from the Department** while I am a member thereof and who has **served twenty years** with the Department, whether such separation from service is voluntary or involuntary shall be immaterial. I hereby further promise to pay **ten dollars ($10.00) to the beneficiary of each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who dies while a member of the Fund** and while I am a member thereof. I understand that any employee presently a member of the Charlotte-Mecklenburg Police Department not subscribing to a similar instrument prior to October 1, 1993, will not be eligible at any future time to execute same. **I further understand that a new employee must execute a similar instrument at the time of employment in order to be eligible.**

1. If I have received cash benefits from the Charlotte-Mecklenburg Police Voluntary Pledge Fund prior to this date, I am not eligible for membership.

2. When accepted as a member, I understand I will be eligible for death benefits and permanent total disability benefits immediately, within the guidelines of the North Carolina Law Enforcement Officers Benefit and Retirement Fund or the Local Government Employees Retirement Fund.

The payments herein promised are to be made only with respect to the members who have executed instruments similar to this one.

I hereby promise to adhere to the By-Laws of the Charlotte-Mecklenburg Police Voluntary Pledge Fund and its subsequent amendments.

I hereby authorize and request the deduction of the appropriate amount from my paycheck immediately upon the certification of the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund of the retirement or separation from service or the death of an eligible member the Fund. It is requested that these deductions be paid to the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund. This authorization is effective this date and will continue in effect until specifically revoked in writing by me.

_____ _____
Signature Date

_____ Please cancel my membership. I understand that the deduction from my paycheck will be cancelled. I also acknowledge that cancellation of enrollment forfeits all previously deducted funds. I also acknowledge that cancellation of my membership is not reversible.

Charlotte-Mecklenburg Voluntary Police Pledge Fund

New Hire Enrollment Form

NAME: _____ **EMPLOYEE ID#:** _____

_____ **I decline to enroll in the Police Pledge Fund.**

I understand that the only time I can enroll in the Police Pledge Fund is within 30 days of my date of hire. I understand that I will not have another opportunity to enroll and I choose to decline participating at this time.

_____ **I choose to enroll in the Police Pledge Fund.**

I hereby authorize and request the deduction of the appropriate amount from my paycheck immediately upon the certification of the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund of the retirement or separation from service or the death of an eligible member the Fund. It is requested that these deductions be paid to the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund. This authorization is effective this date and will continue in effect until specifically revoked in writing by me. The payments herein promised are to be made only with respect to the members who have executed instruments similar to this one. I hereby promise to adhere to the By-Laws of the Charlotte-Mecklenburg Police Voluntary Pledge Fund and its subsequent amendments.

I, _____, hereby promise to pay **ten dollars ($10.00) to each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who retires** from the Department while I am a member thereof and who receives retirement benefits from the Local Government Employees Retirement System, whether such benefits are paid because of age, length of service or permanent disability. I also promise to pay ten dollars ($10.00) to any member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund **who becomes separated from the Department** while I am a member thereof and who has **served twenty years** with the Department, whether such separation from service is voluntary or involuntary shall be immaterial. I hereby further promise to pay **ten dollars ($10.00) to the beneficiary of each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who dies while a member of the Fund** and while I am a member thereof. I understand that any employee presently a member of the Charlotte-Mecklenburg Police Department not subscribing to a similar instrument prior to October 1, 1993, will not be eligible at any future time to execute same. **I further understand that a new employee must execute a similar instrument at the time of employment in order to be eligible.**

1. If I have received cash benefits from the Charlotte-Mecklenburg Police Voluntary Pledge Fund prior to this date, I am not eligible for membership.

2. When accepted as a member, I understand I will be eligible for death benefits and permanent total disability benefits immediately, within the guidelines of the North Carolina Law Enforcement Officers Benefit and Retirement Fund or the Local Government Employees Retirement Fund.

_____ _____

Signature **Date**

For Office Use only: Processed [ ] Date:_____

EXHIBIT E

STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE
	SUPERIOR COURT DIVISION
COUNTY OF MECKLENBURG	19-CVS-13137
Katrina Graue, Jeffrey Estes, Kellie High-Foster, Johnny Jennings, Michael Burke,	
Plaintiffs,	
v.	**VERIFIED COMPLAINT FOR APPOINTMENT OF A RECEIVER AND WIND-DOWN AND MOTION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, PERMANENT INJUNCTION**
The Charlotte-Mecklenburg Voluntary Police Pledge Fund,	
Defendant.	

NOW COMES Plaintiffs Katrina Graue, Jeffrey Estes, Kellie High-Foster, Johnny Jennings, Michael Burke ("Plaintiffs"), and, complaining of the Defendant, THE CHARLOTTE-MECKLENBURG VOLUNTARY POLICE PLEDGE FUND ("Police Pledge Fund") aver and state that:

NATURE OF THE CASE

This action arises out of the efforts of employees of the Charlotte-Mecklenburg Police Department to provide each other with a mutual benefit upon retirement. In the early 1960s, officers in the then-Charlotte Police Department established a Fund in which active officers would make a nominal weekly contribution. Monies would be kept in the Fund and on retirement or death, a member would receive a set sum multiplied by the number of officers contributing to the Fund. Over the years the program was operated on a voluntary basis and expanded to include both sworn and civilian employees. Eventually, participation in the Fund was described in a document provided to new employees by the City of Charlotte during the orientation period in the Charlotte-Mecklenburg Police Department.

For at least the past decade, contributions to the Police Pledge Fund have been set at $5 per pay period. Upon retirement (or other factors), a member is to receive $10 multiplied by the total number of members in the Police Pledge Fund. With the increasing number of retirements, however, this funding level is presently insufficient to meet the payment demands on the Police Pledge Fund, and future demands cannot be met without a substantial increase in funding.

The Plaintiffs, who are all members of the Police Pledge Fund and who have contributed for decades to the Fund, discovered both the shortfall in the Fund and discovered further that the Fund has never been registered, or incorporated, or operated as a legal entity other than through the establishment of a bank account. The Plaintiffs thus believe that fairness and equity require that the Police Pledge Fund be dissolved under the supervision of the Court and that the Court appoint a receiver to wind down the affairs of the Police Pledge Fund in a fair and equitable manner and that such relief is available pursuant to N.C.G.S. §59B-3. To permit this process, the Plaintiffs seek a Temporary Restraining Order and Preliminary Injunction directing that the Police Pledge Fund not receive any further contributions and directing that it make no disbursements in order to preserve the Police Pledge Fund's assets pending a wind-down under this Court's supervision. The Plaintiffs further ask that this injunctive relief be served on the City of Charlotte, the employer (or former employer) of the members of the Police Pledge Fund that is deducting funds and transmitting them to the Police Pledge Fund, and Wells Fargo National Bank, the Bank at which the account for the Police Pledge Fund is maintained.

PARTIES

1. Plaintiff Katrina Graue is a citizen and resident of Mecklenburg County, North Carolina. Deputy Chief Graue was a sworn law enforcement officer and Deputy Chief employed by the Charlotte-Mecklenburg Police Department. Deputy Chief Graue is a member of the

Police Pledge Fund and paid into the fund throughout her law enforcement career. Deputy Chief Graue retired from the Charlotte-Mecklenburg Police Department on July 1, 2019.

2. Plaintiff Jeffrey Estes is a citizen and resident of Cabarrus County, North Carolina. Deputy Chief Estes is a sworn law enforcement officer and Deputy Chief employed by the Charlotte-Mecklenburg Police Department. Deputy Chief Estes is a member of the Police Pledge Fund and has paid into the fund throughout his law enforcement career.

3. Plaintiff Kellie High-Foster is a citizen and resident of Mecklenburg County, North Carolina. Ms. High-Foster is an employee of the Charlotte-Mecklenburg Police Department and the Business Services Manager. Ms. High-Foster is a member of the Police Pledge Fund and has paid into the fund throughout her employment with the Charlotte-Mecklenburg Police Department.

4. Plaintiff Johnny Jennings is a citizen and resident of Union County, North Carolina. Deputy Chief Jennings is a sworn law enforcement officer and Deputy Chief employed by the Charlotte-Mecklenburg Police Department. Deputy Chief Jennings is a member of the Police Pledge Fund and has paid into the fund throughout his law enforcement career.

5. Plaintiff Michael Burke is a citizen and resident of Union County, North Carolina. Sgt. Burke is a sworn law enforcement officer and Sergeant employed by the Charlotte-Mecklenburg Police Department. Sgt. Burke is a member of the Police Pledge Fund and has paid into the fund throughout his law enforcement career.

6. Upon information and belief, the Police Pledge Fund exists under North Carolina law as an unincorporated nonprofit association, organization, or cooperative organization that operates for the mutual benefit of its members within the meaning of N.C.G.S. § 59B-2. The

Police Pledge Fund has no place of business, maintains no books or records other than a bank account statement, has no duly elected Board or officers, and has no registered agent for service of process. Upon information and belief, the Police Pledge Fund has no assets other than a single bank account which is located in Charlotte, Mecklenburg County, North Carolina and is maintained at Wells Fargo National Bank.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this matter and over the parties pursuant to N.C. Gen. Stat. §§ 1-75.4(1) and 1-501.

8. Venue for this case is properly in this court pursuant to N.C. Gen. Stat. § 1-82.

FACTS

The Police Pledge Fund

9. Upon information and belief, the Police Pledge Fund was established in 1963.

10. Over the past 55 years, the Police Pledge Fund has operated in different formats.

11. Upon information and belief, in approximately 1981, the Police Pledge Fund established an account into which funds were deposited and withdrawn. The bank at which the account was established is now Wells Fargo National Bank.

12. Upon information and belief, the Police Pledge Fund has never been registered with the State of North Carolina or any local government. There is no record of its existence with the North Carolina Secretary of State's office and, other than bank statements, there are no records of its business, transactions, or operations. There is no registered agent for service of process and the address that has apparently been used by the Police Pledge Fund for more than a decade is 601 E. Trade Street - - the address of the Charlotte-Mecklenburg Police Department.

13. Upon information and belief, the Police Pledge Fund has never employed an auditor or manager, has never been audited, and has never provided a report to its members.

14. Purported By-Laws located by the Plaintiffs indicate that the Police Pledge Fund was to be managed by an elected Board of Trustees (the "Board") comprised of five Police Pledge Fund members including four CMPD Officers and one CMPD civilian employee. The date of these By-Laws is March 1, 1981. However, there are no records, minutes, or any other indication that these By-Laws were validly enacted or that any Board was elected in accord with these By-Laws. In addition, there are no minutes or other record of action by the Board, nor are there records of any elections since the By-Laws date of March 1, 1981.

15. As of the date of this Complaint, the Police Pledge Fund has no Board, has no officers and has no minutes or records by which conducts its operations.

Membership in the Police Pledge Fund

16. The City of Charlotte, as part of its initial orientation to sworn and civilian employees of the Charlotte-Mecklenburg Police Department ("CMPD"), provides an opportunity within thirty (30) days of hiring for sworn and civilian employees to enroll in the Police Pledge Fund.

17. The Police Pledge Fund form, attached as **Exhibit A**, which is provided to all civilian and sworn employees of CMPD by the City of Charlotte provides,

> I hereby authorize and request the deduction of the appropriate amount from my paycheck immediately upon the certification of the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund of the retirement or separation from service or the death of an eligible member of the Fund... The payments herein promised are to be made only with respect to the members who have executed instruments similar to this one. I hereby promise to adhere to the By-Laws of the Charlotte-Mecklenburg Police Voluntary Pledge Fund and its subsequent amendments.

18. For at least the past decade, each Police Pledge Fund Member has historically contributed five ($5) dollars per weekly pay period to the Police Pledge Fund's Wells Fargo bank account.

19. **Exhibit A** also provides that members of the Police Pledge Fund are eligible to receive a cash payment of ten (10) dollars per Pledge Fund member if the member: (1) Retires, receives retirement benefits from the North Carolina Retirement System, and served 20 years with the CMPD, (2) separates from the CMPD, voluntarily or involuntarily, and served 20 years with the CMPD, or (3) is the beneficiary of a member who dies while a member of the Voluntary Pledge Fund.

Operations of the Police Pledge Fund

20. On August 15, 2015, a retiring member of the CMPD approached Sergeant Burke in 2015 to serve as the signatory for the Police Pledge Fund's Wells Fargo account. Sergeant Burke agreed to act as the signatory.

21. On August 24, 2015, the City of Charlotte began providing to Sergeant Burke a check each pay period representing the amount withdrawn from Police Pledge Fund members. Sergeant Burke deposited these checks issued by the City of Charlotte into the Wells Fargo bank account for the Police Pledge Fund.

22. As Sergeant Burke was acting as the signatory for the Police Pledge Fund, he discovered that no Board of Trustees existed and that, other than the bank records, there were no records of the Police Pledge Fund's activities or operations. On February 23, 2018, Sergeant Burke sought volunteers from among the members of the Police Pledge Fund to address the operations of the fund.

23. In response to Sergeant Burke's request, the Plaintiffs began to examine the operations of the Police Pledge Fund.

24. As part of this examination of the Police Pledge Fund's operations, a report was prepared by Paul Paskoff, Executive Assistant in the Office of the Chief, on October 23, 2018.

That report revealed that at the present level of contributions, and with the present and anticipated rate of retirements, the Police Pledge Fund would not be able to meet its obligations.

25. At the time the report was prepared, there were approximately 1,100 members in the Pledge Fund. The report indicated that at a payroll deduction of $5.00 per pay period, each Pledge Fund member's annual contribution was $260.00. Over a career of 30 years, the member will have contributed $7,800 and will be entitled to $11,000 ($10 x 1,100 Pledge Fund Members) resulting in a net gain of $3,200.

26. The report calculated that the amount raised from member contributions will support approximately 26 beneficiaries per year, but "[a]s the number of retirees increase above 26 per year, a shortfall in funds will occur." The report further states,

> At this time, there are 21 CMPD staff who retired in 2017 each awaiting payment of $11,000. The financial liability of these 21 retired CMPD staff is $231,000. If payments begin November 1, 2018 the 21st person on the 2017 retired list will be paid August 17, 2019. It takes two weeks of contributions from the 1,100 members to equal $11,000 (1,100 x $5.00 = $5,500/week x 2 weeks = $11,000).
>
> In addition, there are 36 CMPD staff who retired in 2018 each awaiting payment of $11,000. The financial liability of these 36 retired CMPD staff is $396,000. If payments begin August 17, 2019, the 36th person on the 2018 retired list will be paid January 9, 2021. The combined financial liability for current 2017 and 2018 retired sworn and civilian staff is $627,000.
>
> If the Charlotte-Mecklenburg Police Pledge Fund closed membership today, when staff who joined the CMPD in 2018 retire in 2048, the financial liability of the Pledge Fund is estimated to be $11,836,000.

27. Once it became clear that the Police Pledge Fund could not meet its obligations at the present funding level, all payments from the Police Pledge Fund were stopped. The City was notified of the funding issues regarding the Police Pledge Fund.

28. Since the cessation of payments from the Police Pledge Fund, deductions from its members, including the Plaintiffs, have continued. All deductions have been deposited into the Police Pledge Fund bank account.

29. The Police Pledge Fund's balance as of May 21, 2019 was $174,153.03. This amount is insufficient to pay the 21 CMPD staff who retired in 2017 or the 36 CMPD staff who retired in 2018.

30. The Plaintiffs allege and believe that the present rate of contribution is insufficient to fulfill the goal of the Police Pledge Fund. In order to meet the goal of the Police Pledge Fund, the present contribution of $5 per week would need to be substantially increased.

31. Because the Police Pledge Fund exists only as an unincorporated nonprofit association, organization, or cooperative organization that operates for the mutual benefit of its members, there is no method by which either an increase in contributions or a dissolution and wind-down of the fund could be conducted without a meeting and vote of the more than 1100 members.

32. The Plaintiffs, as contributing member of the Police Pledge Fund, request that the Court undertake a judicial resolution of the Police Pledge Fund, freeze the funds in the Police Pledge Fund, and appoint a receiver for the purpose of examining the fund and making a determination as to the disposition of the funds either through a return to contributing members, or payments to retired members, or some combination of both, subject to this Court's supervision.

FIRST CLAIM FOR RELIEF
(Judicial Dissolution and Winding Up)

33. The allegations contained in paragraphs 1 through 32 are adopted by reference and incorporated.

34. The Plaintiffs are entitled to the equitable remedy of judicial dissolution because the business of the Police Pledge Fund can only be carried on at a loss or under circumstances that render dissolution fair and equitable.

35. As part of this dissolution, the Plaintiffs are entitled to the equitable remedy of judicial "wind up" based upon the cause shown in this Complaint by members who have not acted wrongfully.

SECOND CLAIM FOR RELIEF
(Appointment of Receiver)

36. The allegations contained in paragraphs 1 through 35 are adopted by reference and incorporated.

37. Pursuant to N.C.G.S. § 1-502(4) and this Court's inherent power to appoint a receiver, the Court may appoint a receiver to wind up the insolvent partnership's affairs.

MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

38. The allegations contained in paragraphs 1 through 37 are adopted by reference and incorporated.

39. Unless enjoined, the Police Pledge Fund will continue to receive from the City of Charlotte a check representing the $5 dollar per member per week deduction..

40. Because the Plaintiffs seek dissolution of the Police Pledge Fund, continued deposits into the Police Pledge Fund are both inequitable and disrupt the status quo.

41. Unless enjoined, the Police Pledge Fund could distribute funds contained in the Police Pledge Fund prior to dissolution or wind down upon request.

42. Because the Plaintiffs seek dissolution of the Police Pledge Fund, payments from the Police Pledge Fund are both inequitable and disrupt the status quo.

43. Each member contribution or retiree payment alters the balance of the Police Pledge Fund that will be equitably distributed to Police Pledge Fund members and retirees.

44. Other than the injunctive relief sought herein, Plaintiffs have no adequate remedy at law and will suffer immediate and irreparable harm unless the Police Pledge Fund is frozen and enjoined from accepting payments from Police Pledge Fund members or making distributions to Police Pledge Fund retirees.

45. Issuance of the injunctive relief requested is necessary to prevent such immediate and irreparable harm and to preserve the status quo during the pendency of this litigation.

46. The Police Pledge Fund suffers no prejudice by being frozen and enjoined from accepting payments from Police Pledge Fund members or making distributions to Police Pledge Fund retirees because a receiver will ultimately distribute the Police Pledge Fund's assets under the supervision of the Court.

47. By virtue of the foregoing, the Plaintiffs have demonstrated a likelihood of success on the merits on Plaintiffs' claims for dissolution, wind up, and the appointment of a receiver, and the balances of the equities favor the issuance of temporary, preliminary, and permanent injunctive relief directing the Police Pledge Fund not to not accept any further deposits and not to make any further distributions.

WHEREFORE, PLAINTIFF PRAYS THIS HONORABLE COURT FOR THE FOLLOWING RELIEF:

1. That the Court order the dissolution and winding up of the Police Pledge Fund.

2. That the Court appoint a receiver to wind up the affairs of the Police Pledge Fund pursuant to N.C. Gen. Stat. § 1-502(4) and taxing the costs of said receiver to the Police Pledge Fund.

3. That the Court grant temporary, preliminary, and permanent injunctive relief by freezing the assets of the Pledge Fund and enjoining Defendant from accepting payments from Pledge Fund members or making distributions to Pledge Fund beneficiaries.

4. For such other and further relief as the Court deems just and proper.

This the 2nd day of July, 2019.

WOMBLE BOND DICKINSON (US) LLP

By: _____

James P. Cooney III
North Carolina Bar. No. 12140
Womble Bond Dickinson (US) LLP
One Wells Fargo Center, Suite 2500
301 South College Street
Charlotte, NC 28202-6037
Telephone: (704) 331-4980
Fax: (704) 338-7838
E-Mail: Jim.Cooney@wbd-us.com

ATTORNEY FOR PLAINTIFFS

VERIFICATION OF COMPLAINT

The Plaintiff, Katrina Graue, having been duly sworn, states that she has read the foregoing Verified Complaint and that the allegations of fact made therein are true of her own knowledge, except as to the matters alleged upon information and belief, which allegations she is informed and believes to be true.

Dated: June 21, 2019.

By: Katrina Graue
Katrina Graue

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

Sworn to and subscribed before me by Danielle Strayer, this the 21 day of June, 2019.

Danielle Strayer
Notary Public

My commission expires:

DANIELLE STRAYER
Notary Public
Cabarrus County
North Carolina
My Commission Expires Jul 27, 2020

VERIFICATION OF COMPLAINT

The Plaintiff, Jeffrey Estes, having been duly sworn, states that he has read the foregoing Verified Complaint and that the allegations of fact made therein are true of his own knowledge, except as to the matters alleged upon information and belief, which allegations he is informed and believes to be true.

Dated: June 26th, 2019.

By: _____
Jeffrey Estes

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

Sworn to and subscribed before me,

this the 26 day of June, 2019.

_____
Notary Public

My commission expires: 3-29-2021

Jaynes T. Queen
Notary Public
Union County, NC
My Commission Expires

VERIFICATION OF COMPLAINT

The Plaintiff, Kellie High-Foster, having been duly sworn, states that she has read the foregoing Verified Complaint and that the allegations of fact made therein are true of her own knowledge, except as to the matters alleged upon information and belief, which allegations she is informed and believes to be true.

Dated: June 13, 2019.

By: Kellie High-Foster
Kellie High-Foster

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

Sworn to and subscribed before me by Kellie High-Foster, this the 13 day of June, 2019.

Kim Crockett
Notary Public

My commission expires: Dec. 16, 2019

KIM CROCKETT NOTARY PUBLIC GASTON COUNTY, NC

VERIFICATION OF COMPLAINT

The Plaintiff, Johnny Jennings, having been duly sworn, states that he has read the foregoing Verified Complaint and that the allegations of fact made therein are true of his own knowledge, except as to the matters alleged upon information and belief, which allegations he is informed and believes to be true.

Dated: June 17th, 2019.

By: Johnny Jennings
Johnny Jennings

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

Sworn to and subscribed before me ~~by Nicole A. Heath~~, this the 17 day of June, 2019.

Jaynes T. Queen
Notary Public

My commission expires: 3-29-2021

Jaynes T. Queen
Notary Public
Union County, NC
My Commission Expires

VERIFICATION OF COMPLAINT

The Plaintiff, Michael Burke, having been duly sworn, states that he has read the foregoing Verified Complaint and that the allegations of fact made therein are true of his own knowledge, except as to the matters alleged upon information and belief, which allegations he is informed and believes to be true.

Dated: June 18th, 2019.

By: Michael Burke
Michael Burke

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

Sworn to and subscribed before me by Michael Burke, this the 18 day of June, 2019.

Danielle Strayer
Notary Public

My commission expires: My Commission Expires July 27, 2020

EXHIBIT A

Charlotte-Mecklenburg Voluntary Police Pledge Fund

New Hire Enrollment Form

NAME: _____ EMPLOYEE ID#: _____

_____ **I decline to enroll in the Police Pledge Fund.**

I understand that the only time I can enroll in the Police Pledge Fund is within 30 days of my initial date of hire. I understand that I will not have another opportunity to enroll and I choose to decline participating at this time.

_____ **I choose to enroll in the Police Pledge Fund.**

I hereby authorize and request the deduction of the appropriate amount from my paycheck immediately upon the certification of the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund of the retirement or separation from service or the death of an eligible member of the Fund. It is requested that these deductions be paid to the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund. This authorization is effective this date and will continue in effect until specifically revoked in writing by me. The payments herein promised are to be made only with respect to the members who have executed instruments similar to this one. I hereby promise to adhere to the By-Laws of the Charlotte-Mecklenburg Police Voluntary Pledge Fund and its subsequent amendments.

I, _____, hereby promise to pay **ten dollars ($10.00) to each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who retires** from the Department while I am a member thereof and who receives retirement benefits from the Local Government Employees Retirement System, **who has actively served twenty (20) years with the Department.** I also promise to pay ten dollars ($10.00) to any member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who becomes separated from the Department while I am a member thereof and **who has actively served twenty (20) years with the Department,** whether such separation from service is voluntary or involuntary shall be immaterial. I hereby further promise to pay ten dollars ($10.00) to the beneficiary of each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who dies while a member of the Fund and while I am a member thereof. I understand that any employee presently a member of the Charlotte-Mecklenburg Police Department not subscribing to a similar instrument prior to October 1, 1993, will not be eligible at any future time to execute same. **I further understand that a new employee must execute a similar instrument at the time of employment in order to be eligible.**

1. If I have received cash benefits from the Charlotte-Mecklenburg Police Voluntary Pledge Fund prior to this date, I am not eligible for membership.

2. When accepted as a member, I understand I will be eligible for death benefits and permanent total disability benefits immediately, within the guidelines of the North Carolina Law Enforcement Officers Benefit and Retirement Fund or the Local Government Employees Retirement Fund.

_____ _____

Signature **Date**

PPF 8/8/2018

For Office Use only: Processed [ ] Date:_____

Charlotte-Mecklenburg Voluntary Police Pledge Fund

Beneficiary Form

Name:	**Employee ID#:**	**Date:**
Primary Beneficiary: ***(required)***		
Name:	**Social Security Number:**	
Date of Birth:	**Percent:**	
Address:		
City:	**State:**	**Zip Code:**
Phone:	**Relationship:**	
Additional Beneficiaries: (optional)		
Name:	**Primary [ ]**	**Contingent [ ]**
Social Security Number:	**Date of Birth:**	**Percent:**
Address:		
City:	**State:**	**Zip Code:**
Phone:	**Relationship:**	
Name:	**Primary [ ]**	**Contingent [ ]**
Social Security Number:	**Date of Birth:**	**Percent:**
Address:		
City:	**State:**	**Zip Code:**
Phone:	**Relationship:**	
Name:	**Primary [ ]**	**Contingent [ ]**
Social Security Number:	**Date of Birth:**	**Percent:**
Address:		
City:	**State:**	**Zip Code:**
Phone:	**Relationship:**	

Subject to the terms of the Police Voluntary Pledge fund, I request that any sum becoming payable by reason of my death be payable to the following beneficiary(ies). It is my understanding that this designation shall operate so as to revoke all designations of beneficiary and all election of optional methods of settlement previously made by me.

Signature _____ Date _____

PPF 8/8/2018

For Office Use only: Processed [ ] Date:_____

EXHIBIT F

TIN FULTON WALKER & OWEN

June 30, 2020

Honorable Forrest D. Bridges
Senior Resident Superior Court Judge
Cleveland County Courthouse
100 Justice Place
Shelby, NC 28150

Re: Graue, et al. v. The Charlotte-Mecklenburg Voluntary Police Pledge Fund (19-CVS-13137) Mecklenburg County

Dear Judge Bridges:

Enclosed is my report as receiver in the Charlotte-Mecklenburg Voluntary Police Pledge Fund matter. I apologize for the extreme delay, and therefore am not seeking any compensation as receiver.

I am also copying certain other interested parties, but am attaching the referenced Exhibit C only to the copy sent to the Court. The reason for this is that Exhibit C contains private information about the participants, in particular their email addresses. I am including the other exhibits on the other copies. I will leave it to your discretion as to whether to keep this information under seal should the report be made available as a public filing. Note that I have not presented the report to the Mecklenburg County Clerk's Office for filing in this case file.

Please do not hesitate to contact me if you have any questions or concerns regarding the report.

Very truly yours,

F. Lane Williamson

FLW/vh

Enclosure

Noell P. Tin
*Shirley L. Fulton
*Nancy E. Walker
C. Melissa Owen
*Adam Stein
*Jonathan P. Wallas
John W. Gresham
*C. Margaret Errington
F. Lane Williamson
William G. Simpson, Jr.
S. Luke Largess
Sam McGee
Matthew G. Pruden
Jim Melo
Courtney H. Smith
Emily D. Gladden
Cheyenne N. Chambers
**Of Counsel*
**Retired*

301 East Park Avenue
Charlotte, NC 28203
tel 704.338.1220
fax 704.338.1312
www.tinfulton.com

Cc w/enclosure:

James P. Cooney III
Whitney Kamerzel
Womble Bond Dickinson

Chief Johnny L. Jennings
Charlotte-Mecklenburg Police Department

Sgt. Michael Burke
Charlotte-Mecklenburg Police Department

George Laughrun
Goodman, Carr, Laughrun, Levine & Greene

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
19-CVS-13137

KATRINA GRAUE, JEFFREY ESTES, KELLIE HIGH-FOSTER, JOHNNY JENNINGS, MICHAEL BURKE,

Plaintiffs,

v.

THE CHARLOTTE-MECKLENBURG VOLUNTARY POLICE PLEDGE FUND,

Defendant.

REPORT OF RECEIVER

BACKGROUND

The "Police Pledge Fund" (hereafter "the Fund") was created in the early 1960's as a voluntary retirement fund for officers in what is now known as the Charlotte-Mecklenburg Police Department. The Fund was never incorporated or set up as any kind of legal entity other than perhaps as an unincorporated association, and consequently lacks any formal governance or special tax status.

New recruits were given an enrollment form describing the Fund and has the option to participate. A copy of the form is attached as Exhibit A. If they did, then five dollars was deducted from each weekly pay period and contributed to the Fund. This amounts to a $260 contribution from each participant per year.

Originally, participation was limited to sworn police officers, but at some point was opened up to civilian staff. The retirement benefit "vests" after twenty years of service. It is paid upon

actual retirement of the participant. The amount of the payout is calculated as ten dollars times the number of individuals then participating in the Fund.

The sole asset of the Fund is a checking account with Wells Fargo Bank. The bank statement from the end of 2019 reflects a balance of $174,173.03. A copy of this statement is attached as Exhibit B. The liability for retirements in 2017 and 2018 alone has been estimated at $627,000. The Fund clearly is insolvent.

I have been provided with a spreadsheet reflecting that the Fund currently has 1,141 participants. A copy of this spreadsheet is attached to recipients' copies of this report as Exhibit C. I have also been provided with a check register reflecting deposits and checks written on the Wells Fargo account for the period from January 21, 2016 to May 21, 2019. A copy of this register is attached as Exhibit D. It reflects that the last checks payable to retirees were made on October 12, 2018 to four payees in amounts varying slightly from $10,735 to $10,800. The retirement date for the last payee was September 14, 2017. No participant in the Fund who retired after that date has received a payout.

There were substantial deposits to the Fund checking account following the last payouts. On October 12, 2018, the balance was only $4,273.03. The final deposit was posted on May 21, 2019, leaving the current balance of $174,173.03. Therefore, a total of $169,900 was deposited in the account from late October, 2018 through late May, 2019.

ANALYSIS AND RECOMMENDATION

In determining what I recommend as the fairest and most feasible manner to liquidate the Fund, I have considered that there are basically three ways to determine the distribution: (1) to simply pay out to those participants who have retired since September 14, 2017 until the Fund is

exhausted; (2) to distribute an amount to each participant pro rata based upon the amount he or she contributed to the Fund; or (3) to distribute to each participant an equal amount without regard to the amount of the participant's actual contribution.

The first method would favor only a handful of participants to the exclusion of the rest. There are only sufficient funds available to pay twelve vested retirees their full benefits.

The second method may seem to be the most fair in that participants who paid in more for a longer time would receive in a distribution more than those who paid in less. There are a couple of problems with this method, however. The first is practical: it would be very difficult and time-consuming to determine the calculation due to each and every participant. The second problematic consideration is that the bulk of funds in the account are not so to speak, "old money". As noted above, $169,900 of the account total of $174,173.03 was collected from participants' paychecks and deposited into the Fund's bank account over a period of only some seven months prior to closing the Fund. Therefore, almost all of the current participants in the Fund, except for those who retired during this period, contributed for the most part equally to the current balance to be distributed.

Given that almost all of the money presently in the Fund account comes from essentially equal payments from almost everyone the third method of simply distributing the same amount to each of the Fund participants seems to be the most equitable, and certainly the easiest from an administrative standpoint.

Unfortunately, the actual payout to each participant would be nominal -- $152.65 assuming no other reduction in the Fund balance. Essentially, the payout would represent what each participant actually paid into the Fund after the last payouts to retirees on October 12, 2018 reduced the balance in the Fund account to only $4,273.03.

I have also looked into the likely tax effect of such a distribution. I disclaim giving any tax advice, however, and urge participants to consult with their own tax advisors. Having said that, it appears that almost all participants will have a loss calculated as the difference between the total they actually paid into the Fund less the actual distribution received. This loss, however, would not be deductible. The "Tax Cuts and Jobs Act" of 2018 provides that the deductibility of "miscellaneous itemized deductions" is suspended through 2025. The loss here would be deemed to be such a miscellaneous itemized deduction, and therefore of no tax benefit.

I note that the scope of my duties as a receiver is confined solely to the issue of making a recommendation as to how to liquidate the Fund. I therefore have not considered any issue bearing upon the possible liability of any third party to the Fund and/or its participants.

Respectfully submitted, this 30th day of June, 2020.

F. Lane Williamson
Receiver

Charlotte-Mecklenburg Voluntary Police Pledge Fund

New Hire Enrollment Form

NAME:_____ EMPLOYEE ID#:_____

_____ **I decline to enroll in the Police Pledge Fund.**

I understand that the only time I can enroll in the Police Pledge Fund is within 30 days of my initial date of hire. I understand that I will not have another opportunity to enroll and I choose to decline participating at this time.

_____ **I choose to enroll in the Police Pledge Fund.**

I hereby authorize and request the deduction of the appropriate amount from my paycheck immediately upon the certification of the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund of the retirement or separation from service or the death of an eligible member of the Fund. It is requested that these deductions be paid to the Treasurer of the Charlotte-Mecklenburg Police Voluntary Pledge Fund. This authorization is effective this date and will continue in effect until specifically revoked in writing by me. The payments herein promised are to be made only with respect to the members who have executed instruments similar to this one. I hereby promise to adhere to the By-Laws of the Charlotte-Mecklenburg Police Voluntary Pledge Fund and its subsequent amendments.

I, _____, hereby promise to pay ten dollars ($10.00) to each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who retires from the Department while I am a member thereof and who receives retirement benefits from the Local Government Employees Retirement System, who has actively served twenty (20) years with the Department. I also promise to pay ten dollars ($10.00) to any member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who becomes separated from the Department while I am a member thereof and who has actively served twenty (20) years with the Department, whether such separation from service is voluntary or involuntary shall be immaterial. I hereby further promise to pay ten dollars ($10.00) to the beneficiary of each member of the Charlotte-Mecklenburg Police Voluntary Pledge Fund who dies while a member of the Fund and while I am a member thereof. I understand that any employee presently a member of the Charlotte-Mecklenburg Police Department not subscribing to a similar instrument prior to October 1, 1993, will not be eligible at any future time to execute same. **I further understand that a new employee must execute a similar instrument at the time of employment in order to be eligible.**

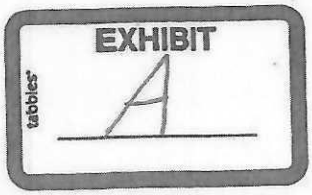
1. If I have received cash benefits from the Charlotte-Mecklenburg Police Voluntary Pledge Fund prior to this date, I am not eligible for membership.

2. When accepted as a member, I understand I will be eligible for death benefits and permanent total disability benefits immediately, within the guidelines of the North Carolina Law Enforcement Officers Benefit and Retirement Fund or the Local Government Employees Retirement Fund.

_____

Signature Date

PPF 8/8/2018
For Office Use only: Processed [ ] Date:_____



Charlotte-Mecklenburg Voluntary Police Pledge Fund

Beneficiary Form

Name:	Employee ID#:	Date:
Primary Beneficiary: *(required)*		
Name:	Social Security Number:	
Date of Birth:	Percent:	
Address:		
City:	State:	Zip Code:
Phone:	Relationship:	
Additional Beneficiaries: (optional)		
Name:	Primary [ ]	Contingent [ ]
Social Security Number:	Date of Birth:	Percent:
Address:		
City:	State:	Zip Code:
Phone:	Relationship:	
Name:	Primary [ ]	Contingent [ ]
Social Security Number:	Date of Birth:	Percent:
Address:		
City:	State:	Zip Code:
Phone:	Relationship:	
Name:	Primary [ ]	Contingent [ ]
Social Security Number:	Date of Birth:	Percent:
Address:		
City:	State:	Zip Code:
Phone:	Relationship:	

Subject to the terms of the Police Voluntary Pledge fund, I request that any sum becoming payable by reason of my death be payable to the following beneficiary(ies). It is my understanding that this designation shall operate so as to revoke all designations of beneficiary and all election of optional methods of settlement previously made by me.

Signature _____ Date _____

PPF 8/8/2018

For Office Use only: Processed [ ] Date:_____

Wells Fargo Business Choice Checking



CHARLOTTE MECKLENBURG VOLUNTARY PLEDGE
FUND
ATTN JAMES E WILLIAMS
601 E TRADE ST
CHARLOTTE NC 28202-2940

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (338)
P.O. Box 6995
Portland, OR 97228-6995

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

IMPORTANT ACCOUNT INFORMATION

We may change the statement period and monthly fee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

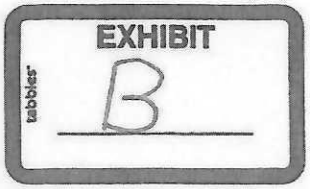
Activity summary

Beginning balance on 12/1	$174,173.03
Deposits/Credits	0.00
Withdrawals/Debits	- 0.00
Ending balance on 12/31	**$174,173.03**
Average ledger balance this period	$174,173.03

Account number: **2070480764790**
CHARLOTTE MECKLENBURG VOLUNTARY PLEDGE FUND
North Carolina account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 053000219

For Wire Transfers use
Routing Number (RTN): 121000248





Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2019 - 12/31/2019	Standard monthly service fee $14.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Average ledger balance	$7,500.00	$174,173.00 ☑
• A qualifying transaction from a linked Wells Fargo Merchant Services account	1	0 ☐
• Total number of posted debit card purchases or posted debit card payments of bills in any combination	10	0 ☐
- Enrollment in a linked Direct Pay service through Wells Fargo Business Online	1	0 ☐
• Combined balances in linked accounts, which may include	$10,000.00	☑
- Average ledger balances in business checking, savings, and time accounts		
- Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit		
- For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 10 of the Business Account Fee and Information Schedule at www.wellsfargo.com/biz/fee-information		

WX/WX

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	7,500	0	0.0030	0.00
Transactions	0	200	0	0.50	0.00
Total service charges					**$0.00**

[redacted]

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement ..... $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

..... TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above ..... - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register ..... $ _____

Number	Items Outstanding	Amount
	Total amount $	

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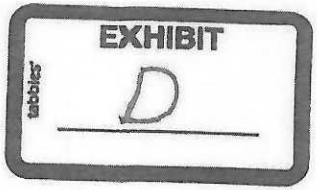
Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Account Balance

Number	Date	Description of Transaction	C	Debit ( )	Credit (+)	Balance
		Beginning Balance M.G. Burke #1481				$31,682.76
1218	1/21/16	Check Kim Maynard		$10,810.00		$20,872.76
	1/21/16	Deposit			$5,430.00	$26,302.76
	2/1/16	Account Adjustment			$227.00	$26,529.76
1219	1/31/16	Check Ed Williams		$10,945.00		$15,584.76
1001	2/1/16	Check Brian Wakeland		$10,940.00		$4,644.76
	2/1/16	Deposit			$5,430.00	$10,074.76
	2/1/16	Deposit			$5,435.00	$15,509.76
1002	2/1/16	Check Robert Vandergrift		$10,865.00		$4,644.76
	2/2/16	Re-Order Checks		$105.32		$4,539.44
	2/2/16	Re-Order Deposits		$38.00		$4,501.44
	2/8/16	Monthly Service Charge		$3.00		$4,498.44
	2/22/16	Deposit			$5,430.00	$9,928.44
	2/22/16	Deposit			$5,410.00	$15,338.44
1003	2/22/16	Check Casey Carver		$10,840.00		$4,498.44
	2/29/16	Deposit			$5,405.00	$9,903.44
	2/29/16	Deposit			$5,400.00	$15,303.44
1004	2/29/16	Check John Inman		$10,805.00		$4,498.44
	3/14/16	Deposit			$5,385.00	$9,883.44
	3/14/16	Deposit			$5,510.00	$15,393.44
1005	3/14/16	Check James Guard		$10,895.00		$4,498.44



Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	3/30/16	Deposit			$5,500.00	$9,998.44
	3/30/16	Deposit			$5,495.00	$15,493.44
1006	3/14/16	Check Jeffrey Vilagi		$10,995.00		$4,498.44
	3/31/16	Monthly Service Charge		$14.00		$4,484.44
	4/12/16	Deposit			$5,495.00	$9,979.44
	4/12/16	Deposit			$5,490.00	$15,469.44
1007	4/13/16	Check Ralph Robinette		$10,985.00		$4,484.44
	5/4/16	Deposit			$5,480.00	$9,964.44
	5/4/16	Deposit			$5,480.00	$15,444.44
1008	5/5/16	Check George Barnette Jr.		$10,960.00		$4,484.44
	5/10/16	Deposit			$5,470.00	$9,954.44
	5/10/16	Deposit			$5,470.00	$15,424.44
1009	5/10/16	Check Juan Garrido Jr.		$10,940.00		$4,484.44
	5/24/16	Deposit			$5,460.00	$9,944.44
	5/24/16	Deposit			$5,455.00	$15,399.44
1010	5/25/16	Check Fred Allen		$10,915.00		$4,484.44
	6/14/16	Deposit			$5,455.00	$9,939.44
	6/14/16	Deposit			$5,460.00	$15,399.44
1011	6/15/16	Check Jimmy Messer		$10,915.00		$4,484.44
	6/23/16	Deposit			$5,465.00	$9,949.44
	6/23/16	Deposit			$5,465.00	$15,414.44
1012	6/24/16	Check George Nickerson		$10,930.00		$4,484.44
	6/30/16	Monthly Service Charge		$14.00		$4,470.44
	7/11/16	Deposit			$5,455.00	$9,925.44

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	7/12/16	Deposit			$5,455.00	$15,380.44
1022	7/12/16	Check Jeremy Moseley c/o Zorayda Vazquez 50%		$5,455.00		$9,925.44
1023	7/12/16	Check Jeremy Moseley c/o Lloyd M. Moseley Jr. 50%		$5,455.00		$4,470.44
	7/19/16	Deposit			$5,450.00	$9,920.44
	7/19/16	Deposit			$5,425.00	$15,345.44
1013	7/20/16	Check Raymond Joles II		$10,875.00		$4,470.44
	8/1/16	Deposit			$5,415.00	$9,885.44
	8/1/16	Deposit			$5,420.00	$15,305.44
1014	8/2/16	Check Lisa Carriker		$10,835.00		$4,470.44
	8/16/16	Deposit			$5,420.00	$9,890.44
	8/16/16	Deposit			$5,410.00	$15,300.44
1015	8/16/16	Check Eric McClary		$10,830.00		$4,470.44
	9/1/16	Deposit			$5,415.00	$9,885.44
	9/1/16	Deposit			$5,430.00	$15,315.44
1016	9/1/16	Check Denise Anderson		$10,845.00		$4,470.44
	9/21/16	Deposit			$5,425.00	$9,895.44
	9/21/16	Deposit			$5,435.00	$15,330.44
1017	9/21/16	Check Valerie Cousin		$10,860.00		$4,470.44
	9/29/16	Deposit			$5,425.00	$9,895.44
	9/29/16	Deposit			$5,410.00	$15,305.44
1018	9/29/16	Check Kenneth Jones		$10,835.00		$4,470.44
	10/13/16	Deposit			$5,400.00	$9,870.44
	10/13/16	Deposit			$5,395.00	$15,265.44
1019	10/14/16	Check Michael Cucinella		$10,795.00		$4,470.44

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	11/10/16	Deposit			$5,365.00	$9,835.44
	11/10/16	Deposit			$5,360.00	$15,195.44
1020	11/11/16	Check Pamela Hollars		$10,725.00		$4,470.44
	11/21/16	Deposit			$5,345.00	$9,815.44
	11/21/16	Deposit			$5,350.00	$15,165.44
1021	11/22/16	Check Michael Huber		$10,695.00		$4,470.44
	11/22/16	Deposit			$5,325.00	$9,795.44
	11/22/16	Deposit			$5,320.00	$15,115.44
1024	11/22/16	Check Mark Rowland		$10,645.00		$4,470.44
	12/8/16	Deposit			$5,320.00	$9,790.44
	12/8/16	Deposit			$5,315.00	$15,105.44
1025	12/8/16	Check Joseph Hovis		$10,635.00		$4,470.44
	1/5/17	Deposit			$5,320.00	$9,790.44
	1/5/17	Deposit			$5,295.00	$15,085.44
1026	1/5/17	Check Patrick Mulhall		$10,615.00		$4,470.44
	1/18/17	Deposit			$5,300.00	$9,770.44
	1/18/17	Deposit			$5,290.00	$15,060.44
1027	1/18/17	Check Timothy Garrett		$10,590.00		$4,470.44
	1/23/17	Deposit			$5,300.00	$9,770.44
	1/23/17	Deposit			$5,270.00	$15,040.44
1028	1/23/17	Check Gordon Ogilvie		$10,570.00		$4,470.44
	2/10/17	Deposit			$5,265.00	$9,735.44
	2/10/17	Deposit			$5,515.00	$15,250.44
1029	2/10/17	Check Derrick Crawford		$10,780.00		$4,470.44

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	2/10/17	Deposit			$5,265.00	$9,735.44
	2/10/17	Deposit			$5,530.00	$15,265.44
1030	2/10/17	Check Timothy Hare		$10,795.00		$4,470.44
	1/5/17	Stop Check Fee		$31.00		$4,439.44
	3/2/17	Deposit			$5,495.00	$9,934.44
	3/2/17	Deposit			$5,490.00	$15,424.44
1032	3/2/17	Check David Strickland		$10,985.00		$4,439.44
	3/30/17	Monthly Service Charge		$14.00		$4,425.44
	4/3/17	Deposit			$5,495.00	$9,920.44
	4/3/17	Deposit			$5,535.00	$15,455.44
1033	4/3/17	Check Clifford Ford		$11,030.00		$4,425.44
	4/3/17	Deposit			$5,500.00	$9,925.44
	4/3/17	Deposit			$5,500.00	$15,425.44
1034	4/3/17	Check Harold Norman		$11,000.00		$4,425.44
	4/19/17	Deposit			$5,490.00	$9,915.44
	4/19/17	Deposit			$5,520.00	$15,435.44
1035	4/19/17	Check Daniel Merwin		$11,010.00		$4,425.44
	5/4/17	Deposit			$5,485.00	$9,910.44
	5/4/17	Deposit			$5,495.00	$15,405.44
1036	5/4/17	Check Jeffrey Burton		$10,980.00		$4,425.44
	5/22/17	Deposit			$5,485.00	$9,910.44
	5/22/17	Deposit			$5,505.00	$15,415.44
1037	5/22/17	Check Jeffrey Hunter		$10,990.00		$4,425.44
	5/30/17	Re-Order Endorsement Stamp		$42.41		$4,383.03

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	5/30/17	Deposit			$5,470.00	$9,853.03
	5/30/17	Deposit			$5,475.00	$15,328.03
1038	5/30/17	Check John Fowler		$10,945.00		$4,383.03
	6/20/17	Deposit			$5,500.00	$9,883.03
	6/20/17	Deposit			$5,495.00	$15,378.03
1039	6/20/17	Check Eric Peterson		$10,995.00		$4,383.03
	7/7/17	Deposit			$5,490.00	$9,873.03
	7/7/17	Deposit			$5,480.00	$15,353.03
1040	7/7/17	Check Greg Galloway		$10,970.00		$4,383.03
	7/7/17	Deposit			$5,485.00	$9,868.03
	7/7/17	Deposit			$5,565.00	$15,433.03
1041	7/7/17	Check Robert Kierce		$11,050.00		$4,383.03
	8/2/17	Deposit			$5,570.00	$9,953.03
	8/2/17	Deposit			$5,545.00	$15,498.03
1042	8/2/17	Check Verna Nelson		$11,115.00		$4,383.03
	8/2/17	Deposit			$5,540.00	$9,923.03
	8/2/17	Deposit			$5,545.00	$15,468.03
1043	8/2/17	Check Janice Helms		$11,085.00		$4,383.03
	9/1/17	Deposit			$5,535.00	$9,918.03
	9/1/17	Deposit			$5,525.00	$15,443.03
1044	9/1/17	Check Ronnie Andrews		$11,060.00		$4,383.03
	9/1/17	Deposit			$5,510.00	$9,893.03
	9/1/17	Deposit			$5,520.00	$15,413.03
1045	9/1/17	Check Larry Turner		$11,030.00		$4,383.03

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	9/25/17	Deposit			$5,520.00	$9,903.03
	9/25/17	Deposit			$5,535.00	$15,438.03
1046	9/25/17	Check David Phillips		$11,055.00		$4,383.03
	9/25/17	Deposit			$5,520.00	$9,903.03
	9/25/17	Deposit			$5,530.00	$15,433.03
1047	9/25/17	Check Nicholas Luciano		$11,050.00		$4,383.03
	10/19/17	Deposit			$5,560.00	$9,943.03
	10/19/17	Deposit			$5,530.00	$15,473.03
1048	10/24/17	Check Shawn Williams		$11,090.00		$4,383.03
	10/24/17	Deposit			$5,545.00	$9,928.03
	10/24/17	Deposit			$5,550.00	$15,478.03
1049	10/24/17	Check Daniel Phillips		$11,095.00		$4,383.03
	11/20/17	Deposit			$5,540.00	$9,923.03
	11/20/17	Deposit			$5,570.00	$15,493.03
1050	11/21/17	Check John Melekian		$11,110.00		$4,383.03
	12/1/17	Deposit			$5,560.00	$9,943.03
	12/1/17	Deposit			$5,545.00	$15,488.03
1051	12/1/17	Check Kevin Jones		$11,105.00		$4,383.03
	12/8/17	Deposit			$5,555.00	$9,938.03
	12/8/17	Deposit			$5,570.00	$15,508.03
1052	12/8/17	Check Todd Stutts		$11,125.00		$4,383.03
	1/8/18	Deposit			$5,545.00	$9,928.03
	1/8/18	Deposit			$5,525.00	$15,453.03
1053	1/8/18	Check Keith Early		$11,070.00		$4,383.03

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	1/8/18	Deposit			$5,530.00	$9,913.03
	1/8/18	Deposit			$5,525.00	$15,438.03
1054	1/8/18	Check Tim Jolly		$11,055.00		$4,383.03
	2/6/18	Deposit			$5,535.00	$9,918.03
	2/6/18	Deposit			$5,495.00	$15,413.03
1058	2/6/18	Check Gary Peterson		$11,030.00		$4,383.03
	2/6/18	Deposit			$5,470.00	$9,853.03
	2/6/18	Deposit			$5,495.00	$15,348.03
1059	2/6/18	Check Kevin Krauz		$10,965.00		$4,383.03
	11/30/17	Monthly Service Charge		$14.00		$4,369.03
	12/29/17	Monthly Service Charge		$14.00		$4,355.03
	2/23/18	Deposit			$5,515.00	$9,870.03
	2/23/18	Deposit			$5,515.00	$15,385.03
1055	2/23/18	Check Howard Lewis		$11,030.00		$4,355.03
	3/5/18	Deposit			$5,510.00	$9,865.03
	3/5/18	Deposit			$5,510.00	$15,375.03
1056	3/6/18	Check Earnest Stewart		$11,020.00		$4,355.03
	3/28/18	Deposit			$5,520.00	$9,875.03
	3/28/18	Deposit			$5,540.00	$15,415.03
1057	3/28/18	Check Louis Rango		$11,060.00		$4,355.03
	3/28/18	Deposit			$5,510.00	$9,865.03
	3/28/18	Deposit			$5,510.00	$15,375.03
1060	3/28/18	Check Jeffrey Spaulding		$11,020.00		$4,355.03
	4/10/18	Deposit			$5,510.00	$9,865.03

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	4/10/18	Deposit			$5,500.00	$15,365.03
1061	4/10/18	Check Jerry Dawson		$11,010.00		$4,355.03
	5/9/18	Deposit			$5,495.00	$9,850.03
	5/9/18	Deposit			$5,525.00	$15,375.03
1062	5/10/18	Check Charles Rappleyea		$11,020.00		$4,355.03
	5/10/18	Deposit			$5,515.00	$9,870.03
	5/10/18	Deposit			$5,520.00	$15,390.03
1063	5/10/18	Check William Bostic		$11,035.00		$4,355.03
	5/29/18	Deposit			$5,510.00	$9,865.03
	5/29/18	Deposit			$5,485.00	$15,350.03
1064	5/29/18	Check Graham Brown		$10,995.00		$4,355.03
	6/5/18	Deposit			$5,490.00	$9,845.03
	6/5/18	Deposit			$5,485.00	$15,330.03
1065	6/5/18	Check		$10,975.00		$4,355.03
	6/27/18	Deposit			$5,480.00	$9,835.03
	6/27/18	Deposit			$5,470.00	$15,305.03
1066	6/28/18	Check David Cannon		$10,950.00		$4,355.03
	6/29/18	Deposit (Repayment from Kevin Krauz)			$10,900.00	$15,255.03
1067	6/29/18	Check Gerald Hopkins		$10,965.00		$4,290.03
	2/28/18	Monthly Service Charge		$14.00		$4,276.03
	6/8/18	Online Deposit Fee		$3.00		$4,273.03
	7/18/18	Deposit			$5,485.00	$9,758.03
	7/18/18	Deposit			$5,490.00	$15,248.03
1068	7/18/18	Check Kenneth Schul		$10,975.00		$4,273.03

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	7/24/18	Deposit			$5,465.00	$9,738.03
	7/24/18	Deposit			$5,455.00	$15,193.03
1069	7/24/18	Check George Austin		$10,920.00		$4,273.03
	8/8/18	Deposit			$5,445.00	$9,718.03
	8/8/18	Deposit			$5,420.00	$15,138.03
1070	8/8/18	Check Julian Swarnigen		$10,865.00		$4,273.03
	9/5/18	Deposit			$5,445.00	$9,718.03
	9/5/18	Deposit			$5,430.00	$15,148.03
1071	9/5/18	Check Jeffrey Baucom		$10,875.00		$4,273.03
	9/5/18	Deposit			$5,405.00	$9,678.03
	9/5/18	Deposit			$5,395.00	$15,073.03
	9/18/18	Deposit			$5,380.00	$ 20,453.03
	9/18/18	Deposit			$5,370.00	$ 25,823.03
	9/25/18	Deposit			$5,365.00	$ 31,188.03
	9/25/18	Deposit			$5,370.00	$ 36,558.03
	10/11/18	Deposit			$5,365.00	$ 41,923.03
	10/11/18	Deposit			$5,375.00	$ 47,298.03
1072	10/12/18	Check Linda Florczyk		$10,800.00		$ 36,498.03
1073	10/12/18	Check Brian Lewis		$10,750.00		$ 25,748.03
1074	10/12/18	Loraine Ellis		$10,735.00		$ 15,013.03
1075	10/12/18	Check Kathleen Havens		$10,740.00		$ 4,273.03
	10/29/18	Deposit			$5,365.00	$ 9,638.03
	10/29/18	Deposit			$5,370.00	$ 15,008.03
	11/26/18	Deposit			$5,370.00	$ 20,378.03

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	11/26/18	Deposit			$5,425.00	$25,803.03
	12/17/18	Deposit			$5,425.00	$31,228.03
	12/17/18	Deposit			$5,395.00	$36,623.03
	12/17/18	Deposit			$5,400.00	$42,023.03
	12/17/18	Deposit			$5,395.00	$47,418.03
	12/17/18	Deposit			$5,390.00	$52,808.03
	12/17/18	Deposit			$5,380.00	$58,188.03
	12/17/18	Deposit (Payment from Matthew Porter)			$165.00	$58,353.03
	1/8/19	Deposit			$5,360.00	$63,713.03
	1/8/19	Deposit			$5,360.00	$69,073.03
	1/28/19	Deposit			$5,360.00	$74,433.03
	1/28/19	Deposit			$5,355.00	$79,788.03
	1/28/19	Deposit			$5,325.00	$85,113.03
	1/28/19	Deposit			$5,310.00	$90,423.03
	2/15/19	Deposit			$5,310.00	$95,733.03
	2/15/19	Deposit			$5,310.00	$101,043.03
	3/5/19	Deposit (2/15 Check)			$5,290.00	$106,333.03
	3/5/19	Deposit (2/22 Check)			$5,265.00	$111,598.03
	4/2/19	Deposit (3/1)			$5,280.00	$116,878.03
	4/2/19	Deposit (3/8)			$5,280.00	$122,158.03
	4/2/19	Deposit (3/15)			$5,250.00	$127,408.03
	4/2/19	Deposit (3/22)			$5,235.00	$132,643.03
	5/21/19	Deposit (3/29)			$5,245.00	$137,888.03
	5/21/19	Deposit (4/5)			$5,225.00	$143,113.03

Charlotte Mecklenburg Police Department
Voluntary Pledge Fund

Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
	5/21/19	Deposit (4/12)			$5,295.00	$148,308.03
	5/21/19	Deposit (4/18)			$5,180.00	$153,488.03
	5/21/19	Deposit (4/26)			$5,175.00	$158,663.03
	5/21/19	Deposit (5/1)			$5,180.00	$163,843.03
	5/21/19	Deposit (5/10)			$5,170.00	$169,013.03
	5/21/19	Deposit (5/17)			$5,160.00	$174,173.03