

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.

**PLAINTIFFS' FIRST MOTION TO COMPEL  
PRODUCTION OF DOCUMENTS**

---

Plaintiffs Robert Wright, Mark Michalec, and Scott Shipman (“Plaintiffs”), individually and on behalf of all other similarly situated participants in The Charlotte-Mecklenburg Voluntary Police Pledge Fund move this Court pursuant to Rules 26, 34, and 37 of the North Carolina Rules of Civil Procedure to Compel the Production of Documents Responsive to Plaintiffs’ First Request For Production of Documents.

Plaintiffs served their First Request for Production of Documents March 16, 2021; following extensions of time, Defendant served its responses three months later on July 16, 2021. Counsel for Plaintiffs and Counsel for Defendant met and conferred telephonically on Friday, August 5, 2021, about the sufficiency of Defendant’s Responses but were unsuccessful in resolving the deficiencies that Plaintiffs believe exist with Defendant’s Responses. A copy of Request for Production is attached as Exhibit A; Defendant’s Response is attached as Exhibit B. Also attached as Exhibit C is a copy of Defendant’s March 12, 2019, response to a Freedom of Information Act request identifying documents which were readily available at that time.

Individually and in totality, Defendant’s Responses are not well taken. Defendant’s contention that the Requests are “vague, overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence” is simply wrong, as is Defendant’s position in response to Request No. 1 that it need not produce evidence of insurance as required by Rule 26(b)(3) and its response to Request No. 35 that it need not produce a copy of requested

document retention policies. In Requests Nos 2 - 35, Plaintiffs seek information discoverable pursuant to Rule 26(b) relevant to (1) the background and development of a Charlotte sponsored program that was approved by the Charlotte City Council in 1966 and was administered by employees of the City of Charlotte as part of their duties and responsibilities for over fifty (50) years, (2) the composition of the putative class, (3) the handling of funds deducted by Charlotte from compensation of its employees, (4) the breach of fiduciary duty claim, (5) the negligent misrepresentation claim, and (6) other discoverable documents. Charlotte's administration of the Pledge Fund is evidenced by the following which are believed to be true and correct:

(a) the Charlotte Mecklenburg Police Department ("CMPD") is not a separate legal entity but is a part of the City of Charlotte ("Charlotte");

(b) all persons working within the CMPD at all times relevant to this suit were employees of and paid by Charlotte, and Charlotte is responsible for the actions and inactions of its employees;

(c) in 1966 the Charlotte City Council approved the Volunteer Police Pledge Fund ("Pledge Fund") as a death benefit fund for the CMPD as evidenced by Complaint Exhibit B;

(d) employees of Charlotte working in the CMPD's Human Resources department ("HR department") and/or active duty sworn police officers solicited membership in the Pledge Fund at the beginning of enrollment in Charlotte's Police Academy;

(e) Charlotte employees created, and prepared materials used in the recruitment of participants into the pledge Fund;

(f) Charlotte's funds were used to pay for the materials created both by Charlotte employees working within the CMPD and Charlotte employees working in the Print Shop or Print Department, a separate city-wide department serving all departments of Charlotte;

(g) Charlotte employees working within the CMPD administered the enrollment process of participants in the Pledge Fund;

(h) Charlotte employees in the CMPD HR department maintained the list of Pledge Fund participants and placed documentation in the personnel file of Pledge Fund participants so indicating;

(i) Charlotte employees in the CMPD HR department provided information about the Pledge Fund and its members to the city-wide Human Resources department;

(j) Charlotte employees in the CMPD HR department provided authorization to Charlotte's city-wide Finance Department, which provided payroll to all Charlotte employees, to allow the deduction of funds from participants' weekly salary upon the direction of Charlotte employees in the CMPD HR department;

(k) Charlotte employees in the CMPD HR department advised Charlotte's Finance Department to deduct funds from the compensation of Pledge Fund participants when CMPD HR department believed it to be appropriate;

(l) Charlotte's Finance Department took the payroll deductions from Pledge Fund participants when so instructed by CMPD HR department;

(m) funds deducted by Charlotte's Finance Department were placed in a bank account controlled by Charlotte;

(n) Charlotte's Finance Department transferred funds from a Charlotte bank account either to the pledge fund participant directly or to the CMPD HR department for delivery to the participant;

(o) Charlotte employees working in the CMPD HR department had check writing authority in the Pledge Fund bank account and signed Pledge Fund account checks to Pledge Fund participants;

(p) retired Pledge Fund participants of the CMPD were advised by the CMPD HR department of their status on the Pledge Fund list and when they might expect their Pledge Fund payment.

The documents requested are all relevant to the claims asserted. Rule 34 provides that the requested documents must be produced, or an objection asserted. Charlotte's actions in asserting self-serving conclusory objections and, based on the false premise that the objections are valid, then denying the existence of documents which admittedly exist pursuant to Charlotte's responses to a Free of Information Request, is unacceptable gamesmanship.

Charlotte's position that existing documents created by, utilized by, or reflecting actions of its employees in sponsoring and administration of the Pledge Fund, which employees' salaries were paid for my Charlotte with no contribution from the Pledge Fund, are not under its possession, custody or control and therefore are not required to be produced in response to Plaintiffs' straightforward requests is simply not credible.

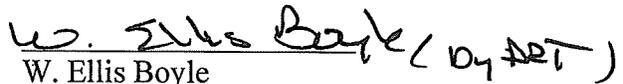
WHEREFORE, Plaintiffs pray the Court, following review of each of Defendant's Responses, to enter an Order requiring Defendant (a) to produce all documents reasonably responsive to the requests, (b) that where no documents exist to so state the good faith efforts undertaken to ascertain that no responsive documents exist, and (c) that where documents are not produced based on privilege to provide a privilege log identifying the document, the substance of the document, the creator of the document and recipients of the document with sufficient specificity to allow plaintiffs to test the validity of the privilege asserted.

This the 8<sup>th</sup> day of August 2021.

[signatures on following page]



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



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

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on 8<sup>th</sup> day of August 2021, he served the following:

**PLAINTIFFS' FIRST MOTION TO COMPEL  
PRODUCTION OF DOCUMENTS**

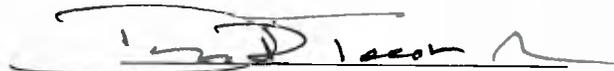
upon counsel for Defendant by United States Postal Service addressed to:

Daniel E. Peterson  
Parker Poe  
620 South Tryon Street, Suite 800  
Charlotte, NC 28202  
*Attorney for Defendant City of Charlotte*

And by email to

[Daniel.Peterson@ParkerPoe.com](mailto:Daniel.Peterson@ParkerPoe.com)

This the 8<sup>th</sup> day of August 2021.



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

# **EXHIBIT A**

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.

**PLAINTIFFS' FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS**

NOW COME PLAINTIFFS ROBERT WRIGHT, MARK MICHALEC, and SCOTT SHIPMAN individually and on behalf of all others similarly situated pursuant to Rules 26 and 34 of the North Carolina Rules of Civil Procedure and serve Plaintiffs' First Request for Production of Documents on Defendant City of Charlotte.

Pursuant to Rule 34, Defendant is required to respond to these the Requests within forty-five (45) days by delivering its responses to the offices of Plaintiffs' counsel or in such other manner or such other place as the parties may agree.

This discovery shall be deemed to be continuing so as to require the supplementation of responses as to persons having discoverable knowledge as required by Rule 26 of the North Carolina Rules of Civil Procedure.

**GENERAL INSTRUCTIONS**

1. If you refuse to produce any documents requested, describe the factual basis for your refusal to produce in sufficient detail to allow the court to adjudicate the validity of your refusal. If any document requested is withheld on the basis of a claim of privilege or work product, state the basis for withholding the document and the nature of the document withheld, together with a statement of all of the circumstances relied upon to support such a claim. Whenever a request seeks a document that is claimed to be privileged, identify each such document, state the privilege claimed, the basis for such claim of privilege, and identify the present custodian of each copy of such document and every person that has seen such document.
2. "Document" means any written, typed, recorded or graphic matter of any kind or nature or

any writing, drawing, chart, photograph, tape recording or other data compilation, or tangible object from which information can be obtained, which is in your possession, care, custody, or control or is available to you or known by you to exist. The term document includes, but it is not limited to, letters, e-mails, memos, drafts, notes, business records, calendars, reports, narrations, summaries, forms, calendars, appointment books, expense vouchers, receipts, checks, telephone records, logs, diaries, lists, Computer data (including e-mail) is also to be included if not duplicated by hard copies produced. This definition includes the original and all copies of "documents" when the original is not in your custody or control or when the copy varies in any respect from the original. This definition also includes "documents" with respect to which you may assert a privilege or the work product doctrine.

3. "Person" will mean and include any individual, sole proprietorship, partnership, corporation, or other company or association.
4. The term "or" will mean and/or, and "and" will mean and/or.
5. The singular of any word or phrase includes the plural and the plural includes the singular.

#### Case Definitions

1. Complaint – the Complaint which commenced this action.
2. Graue Action – Katrina Graue et. al. v. The Charlotte-Mecklenburg Voluntary Police Pledge Fund, 19-CVS-13137 pending in the Superior Court Division of Mecklenburg County, North Carolina.
3. City or Charlotte – Defendant City of Charlotte
4. Police Department - Charlotte Mecklenburg Police Department including its predecessor organizations.
5. Pledge Fund – the program by which money was deducted from a Police Department employee's compensation to be distributed to former or to be former Police Department employees in accordance with the purported objectives of the Pledge Fund as generally described in the Complaint or held in reserve to be distributed to former or to be former Police Department employees in accordance with the purported objectives of the Pledge Fund as generally described in the Complaint.
6. Pledge Fund Participant – any employee of the Police Department who at any time authorized funds to be withdrawn from his or her pay for purpose of providing payment to former or to be former member of the Police Department as generally described in the Complaint.
7. Payroll Deduction – process by which funds were occasionally deducted by Charlotte from the pay of Police Department employees consistent with their participation in the

Pledge Fund at that time or were deducted on a regular basis to provide a reserve fund for future payments to Pledge Fund Participants consistent with their participation in the Pledge Fund at that time.

8. Commencement Date 1 – the date when Charlotte first withdrew funds from the pay of any Pledge Fund Participant to meet a then obligation to a Pledge Fund Participant.
9. Commencement Date 2 – the date when Charlotte first withdrew funds from the pay of any Pledge Fund Participant to meet an anticipated future obligation of a Pledge Fund Participant.
10. Commencement Date 3 – the date when Charlotte first withdrew funds from the pay of any Police Department employee after eligibility for participation in the Pledge Fund was expanded following Commencement Date 2.
11. Final Distribution Date - the date when funds were last withdrawn by Charlotte from the Pledge Fund reserve and distributed to a Pledge Fund Participant.
12. Final Withdrawal Date - the date when Charlotte last withdrew funds from the pay of Police Department employees for Pledge Fund purposes.
13. Contact Information – full name, dates of employment with Charlotte, job titles, last known address, telephone number and any other information which would allow one to contact the person.

### **Requests for Production**

1. Any and all insurance agreements or policies of insurance providing coverage to satisfy part or all of any judgment that may be entered in this action or to indemnify or to reimburse for payments made to satisfy any judgment that may be entered.

Response:

2. All documents that show the development of the Pledge Fund as generally described in the Complaint and the Contact Information of the individuals who were involved in the development of the Pledge Fund as generally described in the Complaint prior to and following Commencement Date 1 up until Commencement Date 2.

Response:

3. All documents that show the evolution of the Pledge fund as generally described in the Complaint and Contact Information of the individuals who were involved in the evolution of the Pledge Fund which resulted in its operation beginning with Commencement Date 2.

Response:

4. For each year following Commencement Date 2, documents that show the number of Pledge Fund Participants and the total amount of moneys deducted from their compensation and the number of Pledge Fund Participants who received payments from the Pledge Fund and the total amount of payouts.

Response:

5. All documents that show the evolution of the Pledge Fund as generally described in the Complaint and Contact Information of the individuals who were involved in the evolution of the Pledge Fund which resulted in its operation beginning Commencement Date 3.

Response:

6. All documents which show the reason or reasons the decision was made to change the eligibility requirements for participation in the Pledge Fund as generally described in the Complaint from Commencement Date 2 to Commencement Date 3 and the Contact Information of those persons involved in the decision.

Response:

7. For each month beginning with Commencement Date 3 documents that show, (a) the number of Pledge Fund Participants, (b) the total amount of moneys deducted from their compensation, (c) the number of Pledge Fund Participants who received payments from the Pledge Fund and (d) the total amount of payouts.

Response:

8. All Documents that show the reason or reasons which led to the termination of the Pledge Fund and the Contact Information of the individuals who were involved in the operation

of the pledge fund which resulted in its termination. To the extent a privilege is claimed as to any requested document, produce a redacted copy of the document showing the author, title, date, all nonprivileged part of the document with an indication of the privilege claimed.

Response:

9. For each Pledge Fund Participants at the Final Distribution Date, all documents that show (a) contact information, (b) the date of hire, (c) the date of enrollment in the Pledge Fund, (d) all information provided or made available at or prior to the time of enrollment in the Pledge Fund, (e) all information relating to the Pledge Fund made available after enrollment through the Final Distribution date, and (f) the total amount of funds deducted from salary through the Final Withdrawal Date.

Response:

10. For each person identified in response to request 9 above, all documents that show (a) the recruitment class and year, (b) the number of individuals who were in the same class, (b) of that number, the number of recruits or new employees who successfully completed the class requirements and joined the police department, (d) the number of class graduates who enrolled in the Pledge Fund, and (e) the duration of their participation in the Pledge Fund.

Response:

11. For each Pledge Fund Participant who withdrew authorization to have funds withheld and withdrew from the Pledge Fund, provide all documents that show (a) contact information, (b) date of hire, (d) amount withheld from pay, (e) date last pay was withheld, (f) the amount of moneys previously withheld returned, (g) the reason given for ceasing to participate in the pledge fund and (h) all documents that reflect any effort by any employee of Charlotte to communicate with that participant about withdrawing from the Pledge Fund.

Response:

12. Documents created since 1970 which mention or are related in any way to Charlotte's collection, management, or distribution of funds to be deducted or deducted from employee pay as Pledge fund contributions.

Response:

13. The bank or financial institution statements of accounts (a) into which moneys deducted from Pledge Fund participants pay was deposited and (b) into which withheld funds were subsequently transferred.

Response:

14. All documents that show that deducted funds can be specifically attributed to a specifically identified Pledge Fund Participant the same as if maintained in a separate individually identified account.

Response:

15. Documents which show that Charlotte (a) obtained any revenue, income, interest income or benefit of any kind from Pledge Fund moneys being maintained in any Charlotte controlled bank account, (b) was concerned in any way about any benefit it was receiving from holding Pledge Fund moneys, (c) considered managing funds collected from Pledge Fund participants so as to increase the corpus, (d) made any effort to manage collected funds so as to increase the corpus, (d) was concerned in anyway about its failure to manage Pledge Fund assets or (e) was concerned about the ability of the Pledge Fund to meet future obligations.

Response:

16. Documents that show that funds of Charlotte were used in any way in support of the Pledge Fund including funds to prepare material for the recruitment of Pledge Fund Participants.

Response:

17. Documents reflecting that the Pledge Fund presenters to the various entry level police recruits and employee classes were trained or instructed relative to their presentations about the Pledge Fund and the contact information of the trainers and the trainees of each class.

Response:

18. Documents that show that moneys held in any Pledge Fund accounts was considered an asset of Charlotte on any financial statement or financial presentation for any purpose since Commencement Date 2.

Response:

19. Documents that show that anticipated Pledge Fund expenditures were included in any Charlotte budget item for any purpose since Commencement Date 2.

Response:

20. All documents which evidence that anyone associated with Charlotte was concerned at any time (a) about any issues related to the Pledge Fund, (b) that the Pledge Fund was not viable, (c) that Charlotte should not continue to allow it to function, or (d) that Charlotte should cease deducting funds from Pledge Fund Participants. To the extent a privilege of any description is claimed as to any requested document, produce a redacted copy of the document showing the author, title, date, all nonprivileged part of the document and a description of the privilege asserted.

Response:

21. All documents created prior or subsequent to Commencement Date 1 used to describe to new recruits or new employees (a) the Pledge Fund, (b) the purpose of the Pledge Fund, (c) the benefits of the Pledge Fund, (d) the reasons why a new hired employee might desire to participate in the Pledge Fund and (e) the source of funds used to create such materials.

Response:

22. Documents which show Contact Information of each Pledge Fund Participant who was paid in full as promised by the Pledge Fund (retirement, departure after 20 service, death, or disability) and the amount and date(s) of such payments.

Response:

23. Documents that show any employee of the Police Department was allowed to become a Pledge Fund Participant other than on or about the time of employment.

Response:

24. Documents relating to the participation in the Pledge Fund used by Charlotte in connection with the recruitment of personnel prior to a potential recruit being accepted for employment.

Response:

25. All documents used by on-boarding personnel in connection with the recruitment of persons to participate in the Pledge Fund and documents showing the source of funds used to create such documents.

Response:

26. All documents evidencing information mentioning the pledge fund that was shared with any city officials, Charlotte employees or elected Charlotte officials outside the Police Department prior to the commencement of Graue Action.

Response:

27. All documents evidencing information mentioning the pledge fund that was shared with any city officials, Charlotte employees or elected Charlotte officials outside the Police Department subsequent to the commencement of Graue action.

Response:

28. All investigations or reports of whatever nature which mention in anyway the Pledge Fund. To the extent a privilege of any kind is claimed, provide a redacted copy showing the date, author, and title of the investigation or report.

Response:

29. For each year since Commencement Date 2 to the present documents that show, (a) the number of number of people eligible to be Pledge Fund Participants and (b) the number of Pledge Fund Participants.

Response:

30. For each Pledge Fund Participant who has not been paid in full documents that show, Contact Information for all persons present in each meeting of new recruits or new employees at which the Pledge Fund Participant was an attendee, and the Pledge Fund was discussed.

Response:

31. Documents that reflect that the Pledge Fund was a topic of discussion or a topic in any memoranda or publication at any time other than during the recruitment or on-boarding process.

Response:

32. For each recruit and employee class since Commencement Date 2, all documents that provide the (a) the age of the individual class members at that time, (b) the age of the class members who became Pledge Fund Participants, (c) the age of the Charlotte employee(s) who advised or discussed the Pledge Fund with the class or class members, and (d) the rank and employee title of the Charlotte employees at that time he or she advised or discussed the Pledge Fund with the class or class members.

Response:

33. All documents which refer or mention in any way to what became the Graue Action, the Graue Action, or the Report of Receiver written by F. Lane Williamson.

Response:

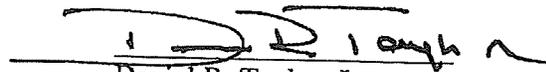
34. All documents evidencing preparation for any presentations to the mayor, city council, city manager or other officers of officials of Charlotte which mention in anyway the Pledge Fund and the documents used in or during any such presentation.

Response:

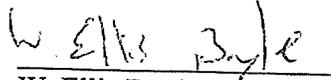
35. All document retention policies of Charlotte to an including all document retention policies of the Charlotte City Council since the Pledge Fund came into existence.

Response:

This the 16<sup>th</sup> 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, NC 27609

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 16<sup>th</sup> day of March 2020, Plaintiffs' First Request for Production of Documents was delivered with the Complaint to Sherriff of Mecklenburg County, North Carolina for deliver with the Summons and Complaint to:

City of Charlotte  
City Manager Marcus Jones  
600 E. Fourth St.  
Charlotte, NC 28202



Daniel R. Taylor, Jr.  
Attorney for Plaintiffs  
Taylor & Taylor,  
Attorneys at Law, PLLC  
418 N. Marshall St., Suite 204  
Winston-Salem, NC 27101  
Telephone: 336.418.4745

**EXHIBIT B**

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

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.

DEFENDANT CITY OF CHARLOTTE'S  
FIRST CORRECTED AND  
SUPPLEMENTAL RESPONSES TO  
PLAINTIFFS' FIRST REQUESTS FOR  
PRODUCTION OF DOCUMENTS

In accordance with Rules 26 and 34 of the North Carolina Rules of Civil Procedure, Defendant City of Charlotte ("the City"), by and through undersigned counsel, hereby respectfully serves its objections and first corrected and supplemental responses to Plaintiffs' First Requests for Production of Documents ("First Requests"). The corrected and supplemental responses made herein are underlined for purposes of clarity.

OBJECTIONS TO CERTAIN "CASE DEFINITIONS" USED BY PLAINTIFFS

The City objects to the below-listed definitions offered by Plaintiffs in their First Requests under the heading "Case Definitions" and the City expressly adopts these objections across its Responses *infra* and in any other context in this matter in which Plaintiffs purport to use these "Case Definitions." As a result of certain terms being defined as they were, most of the resultant Requests are vague, unduly burdensome, or not reasonably calculated to lead to the discovery of admissible evidence.

5. Pledge Fund – The City objects to the Plaintiffs' definition of "Pledge Fund" on the grounds that the Pledge Fund is *not* a "program by which money was deducted from a Police

Department employee's compensation to be distributed to former or to be former Police Department employees in accordance with the purported objectives of the Pledge Fund as generally described in the Complaint..." Rather, the Charlotte-Mecklenburg Voluntary Police Pledge Fund (i.e., what the City will refer to herein as "the Pledge Fund") is an independent entity with a voluntary membership, wherein members authorize and request that the City deduct five dollars (\$5.00) per pay period for payment to the Treasurer of the Pledge Fund for purposes of membership in the Pledge Fund. That Pledge Fund membership, upon information and belief, results in the member being paid ten dollars (\$10.00) *from the Pledge Fund*—not the City—upon a qualifying event *as determined by the Pledge Fund*. The City further objects to the Plaintiffs' definition of Pledge Fund as "...held in reserve to be distributed to former or to be former Police Department employees in accordance with the purported objectives of the Pledge Fund as generally described in the Complaint," to the extent that this definition means that the City held any moneys in reserve for distribution.

6. Pledge Fund Participant – The City objects to the Plaintiffs' definition of "Pledge Fund Participant" on the grounds that it is overbroad for purposes of the above-captioned matter (i.e., the definition expressly includes the phrase "any time" such to apply to every member of the Pledge Fund since its inception regardless rather than being limited to members of the alleged putative class in the Complaint.

7. Payroll Deduction – The City objects to the Plaintiffs' definition of "Payroll Deduction" on the grounds that the payroll deductions in question were authorized and requested by members of the Pledge Fund. The City is not clear what Plaintiffs mean by "or were deducted on a regular basis to provide a reserve fund for future payments to the Pledge Fund Participants..." Again, the City, by request of and with authorization from a Pledge Fund member, deducted five

dollars (\$5.00) per pay period for payment to the Treasurer of the Pledge Fund for purposes of membership in the Pledge Fund. The City did not create, maintain, or control “a reserve fund for future payments to Pledge Fund Participants...”

8. Commencement Date 1 – The City objects to the Plaintiffs’ definition of “Commencement Date 1” on the basis that the City did not “[withdraw] funds from the pay of any Pledge Fund Participant *to meet a then obligation to a Pledge Fund participant.*” (Emphasis added.) As already described *supra*, that was not the purpose of any payroll deduction conducted by the City. Accordingly, any Request premised on a reference to Commencement Date 1 yields no responsive documents.

9. Commencement Date 2 – The City objects to the Plaintiffs’ definition of “Commencement Date 2” on the basis that the City did not “[withdraw] funds from the pay of any Pledge Fund Participant *to meet an anticipated future obligation of a Pledge Fund Participant.*” (Emphasis added.) As already described *supra*, that was not the purpose of any payroll deduction conducted by the City. Accordingly, any Request premised on a reference to Commencement Date 2 yields no responsive documents.

10. Commencement Date 3 – The City objects to the Plaintiffs’ definition of “Commencement Date 3” on the grounds that (i) it relies and is conditioned on the definition of Commencement Date 2; and (ii) it is vague as to what is meant by “expanded.” Accordingly, any Request premised on a reference to Commencement Date 3 yields no responsive documents.

11. Final Distribution Date – The City objects to the Plaintiffs’ definition of “Final Distribution Date” on the grounds that there is no date when “funds were... withdrawn by Charlotte from the Pledge Fund reserve and distributed to a Pledge Fund Participant.” The City is not clear what Plaintiffs mean by “Pledge Fund reserve” and, in any event, the City did not create,

maintain, or control a "Pledge Fund reserve." Moreover, the City did not distribute any funds to any Pledge Fund member—upon information and belief, the Pledge Fund distributed said funds upon a qualifying event for one of its members as determined by the Pledge Fund. Accordingly, any Request premised on a reference to Final Distribution Date yields no responsive documents.

12. Final Withdrawal Date – The City objects to the Plaintiffs' definition of "Final Withdrawal Date" on the grounds that it is overbroad and mischaracterizes the City's actions. Again, the City, by request of and with authorization from a Pledge Fund member, deducted five dollars (\$5.00) per pay period for payment to the Treasurer of the Pledge Fund for purposes of membership in the Pledge Fund.

13. Contact Information – The City objects to the Plaintiffs' definition of "Contact Information" on the grounds that it seeks confidential employee personnel information generally protected from disclosure by N.C. Gen. Stat. § 160A-168 and, specifically as to sworn law enforcement officers, N.C. Gen. Stat. § 160A-168(c4). Subject to and without waiving said objection and preserving specific objections to the Requests herein, Contact Information within the City's custody, control, or possession—if otherwise discoverable—will be produced pursuant to a consent protective order between the parties governing the disclosure and use of that information.

### RESPONSES TO REQUESTS FOR PRODUCTION

1. Any and all insurance agreements or policies of insurance providing coverage to satisfy part or all of any judgment that may be entered in this action or to indemnify or to reimburse for payments made to satisfy any judgment that may be entered.

#### RESPONSE:

**OBJECTION**—The City objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving said objection, the City is unable to respond to this Request at this time because said response is, in part, dependent on Plaintiffs' Response to the City's Request for Monetary Relief Sought and, if necessary, will be supplemented accordingly.

2. All documents that show the development of the Pledge Fund as generally described in the Complaint and the Contact Information of the individuals who were involved in the development of the Pledge Fund as generally described in the Complaint prior to and following Commencement Date 1 up until Commencement Date 2.

RESPONSE:

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is unclear what Plaintiffs mean by “development of the Pledge Fund as generally described in the Complaint.” The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of “Pledge Fund,” “Contact Information,” “Commencement Date 1,” and “Commencement Date 2,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, to the extent this Request is discernible, the City does not have in its control, custody, or possession the documents believed to be sought by this Request. The City did not create, develop, sponsor, promote, or administer the Pledge Fund. Rather, if these documents still exist, they are likely to be in the control, custody, or possession of the Pledge Fund and/or the Plaintiffs.

3. All documents that show the evolution of the Pledge fund as generally described in the Complaint and Contact Information of the individuals who were involved in the evolution of the Pledge Fund which resulted in its operation beginning with Commencement Date 2.

RESPONSE:

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is unclear what Plaintiffs mean by “evolution of the Pledge Fund as generally described in the Complaint.” The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of “Pledge Fund,” “Contact Information,” and “Commencement Date 2,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, to the extent this Request is discernible, the City does not have in its control, custody, or possession the documents believed to be sought by this Request. The City did not create, develop, sponsor, promote, or administer the Pledge Fund. Rather, if these documents still exist, they are likely to be in the control, custody, or possession of the Pledge Fund and/or the Plaintiffs.

4. For each year following Commencement Date 2, documents that show the number of Pledge Fund Participants and the total amount of moneys deducted from their compensation and the number of Pledge Fund Participants who received payments from the Pledge Fund and the total amount of payouts.

RESPONSE:

OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," "Pledge Fund Participants," and "Commencement Date 2," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, there are no responsive documents to this Request.

5. All documents that show the evolution of the Pledge Fund as generally described in the Complaint and Contact Information of the individuals who were involved in the evolution of the Pledge Fund which resulted in its operation beginning Commencement Date 3.

RESPONSE:

OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is unclear what Plaintiffs mean by "evolution of the Pledge Fund as generally described in the Complaint." The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," "Contact Information," and "Commencement Date 3," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, to the extent this Request is discernible, the City does not have in its control, custody, or possession the documents believed to be sought by this Request. The City did not create, develop, sponsor, promote, or administer the Pledge Fund. Rather, if these documents still exist, they are likely to be in the control, custody, or possession of the Pledge Fund and/or the Plaintiffs.

6. All documents which show the reason or reasons the decision was made to change the eligibility requirements for participation in the Pledge Fund as generally described in the Complaint from Commencement Date 2 to Commencement Date 3 and the Contact Information of those persons involved in the decision.

RESPONSE:

OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City did not "change the eligibility requirements for [membership] in the Pledge

Fund...". The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," "Contact Information," "Commencement Date 2," and "Commencement Date 3," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, there are no responsive documents to this Request.

7. For each month beginning with Commencement Date 3 documents that show, (a) the number of Pledge Fund Participants, (b) the total amount of moneys deducted from their compensation, (c) the number of Pledge Fund Participants who received payments from the Pledge Fund and (d) the total amount of payouts.

RESPONSE:

OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to the Request on the grounds that it seeks confidential personnel information which is privileged from disclosure by N.C. Gen. Stat. § 160A-168. The City objects to the characterization that the deductions were "from their compensation." The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," "Pledge Fund Participants," and "Commencement Date 3," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City is not the custodian of the information sought in, at least, subparagraphs (c) and (d). As to subparagraphs (a) and (b), to the extent this information is otherwise discoverable, the City requires clarification from Plaintiffs' counsel to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

8. All Documents that show the reason or reasons which led to the termination of the Pledge Fund and the Contact Information of the individuals who were involved in the operation of the pledge fund which resulted in its termination. To the extent a privilege is claimed as to any requested document, produce a redacted copy of the document showing the author, title, date, all nonprivileged part of the document with an indication of the privilege claimed.

RESPONSE:

OBJECTION—The City objects to this Request as vague and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund" and "Contact Information," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City was not involved in the termination of the Pledge Fund—rather the receivership and judicial winding down of the

Pledge Fund was sought by Pledge Fund members acting in their individual capacity and/or in their capacity as Pledge Fund members. Accordingly, in response to this Request, the City refers Plaintiffs to the publicly-available court file in the *Graue* Action and, additionally, the City produces herein all documents related thereto that came into its possession related to the receivership and judicial winding-down of the Pledge Fund.

9. For each Pledge Fund Participants at the Final Distribution Date, all documents that show (a) contact information, (b) the date of hire, (c) the date of enrollment in the Pledge Fund, (d) all information provided or made available at or prior to the time of enrollment in the Pledge Fund, (e) all information relating to the Pledge Fund made available after enrollment through the Final Distribution date, and (f) the total amount of funds deducted from salary through the Final Withdrawal Date.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to the Request on the grounds that it seeks confidential personnel information which is privileged from disclosure by N.C. Gen. Stat. § 160A-168. The City objects to the characterization that the deductions were “from their salary.” The City further objects for the reasons identified in its objections to the Plaintiffs’ definitions of “Pledge Fund,” “Pledge Fund Participants,” “Contact Information,” “Final Distribution Date,” and “Final Withdrawal Date,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs’ counsel to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request. However, in any event, the City is not the custodian of the information sought in at least subparagraph (e) for the reasons set forth in the City’s objection to the definition of “Final Distribution Date.”

10. For each person identified in response to request 9 above, all documents that show (a) the recruitment class and year, (b) the number of individuals who were in the same class, (b) of that number, the number of recruits or new employees who successfully completed the class requirements and joined the police department, (d) the number of class graduates who enrolled in the Pledge Fund, and (e) the duration of their participation in the Pledge Fund.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to the Request on the grounds that it seeks confidential personnel information which is privileged from disclosure by N.C. Gen. Stat. § 160A-168. As this Request is contingent on Request # 9, the City further objects to this Request for the reasons

identified in its objection to Request #9 and, accordingly, said objection is incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs' counsel to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

11. For each Pledge Fund Participant who withdrew authorization to have funds withheld and withdrew from the Pledge Fund, provide all documents that show (a) contact information, (b) date of hire, (d) amount withheld from pay, (e) date last pay was withheld, (f) the amount of moneys previously withheld returned, (g) the reason given for ceasing to participate in the pledge fund and (h) all documents that reflect any effort by any employee of Charlotte to communicate with that participant about withdrawing from the Pledge Fund.

RESPONSE:

**OBJECTION**—The City objects to this Request as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to the Request on the grounds that it seeks confidential personnel information which is privileged from disclosure by N.C. Gen. Stat. § 160A-168. The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," "Pledge Fund Participant," and "Contact Information," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs' counsel—and/or information from the Pledge Fund—to reasonably calculate this Request.

12. Documents created since 1970 which mention or are related in any way to Charlotte's collection, management, or distribution of funds to be deducted or deducted from employee pay as Pledge fund contributions.

RESPONSE:

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein. The City further objects to the extent this Request seeks documents which are privileged by the attorney-client or attorney work product doctrines.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs' counsel as to what is meant by "collection, management, or distribution of funds..." such to reasonably calculate this Request *and* to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

13. The bank or financial institution statements of accounts (a) into which moneys deducted from Pledge Fund participants pay was deposited and (b) into which withheld funds were subsequently transferred.

RESPONSE:

OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to this Request on the grounds that the documents it seeks confidential and sensitive financial and/or commercial information. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein.

14. All documents that show that deducted funds can be specifically attributed to a specifically identified Pledge Fund Participant the same as if maintained in a separate individually identified account.

RESPONSE:

OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to this Request to the extent that the documents it seeks (i) confidential and sensitive financial and/or commercial information; or (ii) confidential personnel information which is privileged from disclosure by N.C. Gen. Stat. § 160A-168. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund Participant," *supra*, and accordingly said objection is incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City does not have custody, control, or possession of the Pledge Fund's financial accounts or statements.

15. Documents which show that Charlotte (a) obtained any revenue, income, interest income or benefit of any kind from Pledge Fund moneys being maintained in any Charlotte controlled bank account, (b) was concerned in any way about any benefit it was receiving from holding Pledge Fund moneys, (c) considered managing funds collected from Pledge Fund participants so as to increase the corpus, (d) made any effort to manage collected funds so as to increase the corpus, (e) was concerned in anyway about its failure to manage Pledge Fund assets or (f) was concerned about the ability of the Pledge Fund to meet future obligations.

RESPONSE:

OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City also objects to the mischaracterizations and faulty premises contained in Request # 15, as follows:

- As to subparagraph (a), the City did not “obtain... any revenue, income, interest income or benefit of any kind from Pledge Fund moneys,” nor were “Pledge Fund moneys being maintained in any [City of] Charlotte controlled bank account.
- As to subparagraph (b), the City did not “hold[ ] Pledge Fund moneys,” nor did it receive any benefit from the Pledge Fund.
- As to subparagraphs (c)-(f), the Pledge Fund is not a component part of the City, but rather the Pledge Fund is and always has been an independent entity, and thus the City had no control over, or obligations involving, the Pledge Fund’s operations and management.

The City further objects for the reasons identified in its objection to the Plaintiffs’ definition of “Pledge Fund,” *supra*, and accordingly said objection is incorporated as if fully set forth herein.

Subject to and without waiving said objection, there are no responsive documents to this Request.

16. Documents that show that funds of Charlotte were used in any way in support of the Pledge Fund including funds to prepare material for the recruitment of Pledge Fund Participants.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to this Request to the extent that the documents it seeks confidential and sensitive financial and/or commercial information. The City further objects for the reasons identified in its objections to the Plaintiffs’ definitions of “Pledge Fund” and “Pledge Fund Participant,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, there are no responsive documents to this Request.

17. Documents reflecting that the Pledge Fund presenters to the various entry level police recruits and employee classes were trained or instructed relative to their presentations about the Pledge Fund and the contact information of the trainers and the trainees of each class.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objections to the Plaintiffs’ definitions of “Pledge Fund” and

**“Contact Information,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.**

**Subject to and without waiving said objection, the City requires clarification from Plaintiffs’ counsel to reasonably calculate this Request as to the time period sought *and* to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.**

18. Documents that show that moneys held in any Pledge Fund accounts was considered an asset of Charlotte on any financial statement or financial presentation for any purpose since Commencement Date 2.

**RESPONSE:**

**OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objections to the Plaintiffs’ definitions of “Pledge Fund” and “Commencement Date 2,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.**

**Subject to and without waiving said objection, there are no responsive documents to this Request.**

19. Documents that show that anticipated Pledge Fund expenditures were included in any Charlotte budget item for any purpose since Commencement Date 2.

**RESPONSE:**

**OBJECTION—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objections to the Plaintiffs’ definitions of “Pledge Fund” and “Commencement Date 2,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.**

**Subject to and without waiving said objection, there are no responsive documents to this Request.**

20. All documents which evidence that anyone associated with Charlotte was concerned at any time (a) about any issues related to the Pledge Fund, (b) that the Pledge Fund was not viable, (c) that Charlotte should not continue to allow it to function, or (d) that Charlotte should cease deducting funds from Pledge Fund Participants. To the extent a privilege of any description is claimed as to any requested document, produce a redacted copy of the document showing the author, title, date, all nonprivileged part of the document and a description of the privilege asserted.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City also objects to the mischaracterizations and faulty premises contained in Request # 20. The Pledge Fund is not a component part of the City, but rather the Pledge Fund is and always has been an independent entity, and thus the City had no control over, or obligations involving, the Pledge Fund's operations and management. Accordingly, for example, the premise in subparagraph (c) that the City could, in its discretion, "not continue to allow [the Pledge Fund] to function" is incorrect. The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund" and "Pledge Fund Participants," *supra*, and accordingly said objections are incorporated as if fully set forth herein. The City further objects to the extent this Request seeks documents which are privileged by the attorney-client or attorney work product doctrines.

Subject to and without waiving said objection, there are no responsive documents to this Request.

21. All documents created prior or subsequent to Commencement Date 1 used to describe to new recruits or new employees (a) the Pledge Fund, (b) the purpose of the Pledge Fund, (c) the benefits of the Pledge Fund, (d) the reasons why a new hired employee might desire to participate in the Pledge Fund and ( e ) the source of funds used to create such materials.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to this Request to the extent that the documents it seeks confidential and sensitive financial and/or commercial information. The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," and "Commencement Date 1," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs' counsel to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

22. Documents which show Contact Information of each Pledge Fund Participant who was paid in full as promised by the Pledge Fund (retirement, departure after 20 service, death, or disability) and the amount and date(s) of such payments.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," "Contact Information," and "Pledge Fund Participant," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City does not have in its control, custody, or possession the documents believed to be sought by this Request. The City did not create, develop, sponsor, promote, or administer the Pledge Fund. Rather, if these documents still exist, they are likely to be in the control, custody, or possession of the Pledge Fund and/or the Plaintiffs.

23. Documents that show any employee of the Police Department was allowed to become a Pledge Fund Participant other than on or about the time of employment.

RESPONSE:

**OBJECTION**—The City objects to this Request as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund Participant," *supra*, and accordingly said objection is incorporated as if fully set forth herein.

Subject to and without waiving said objection, there are no responsive documents to this Request.

24. Documents relating to the participation in the Pledge Fund used by Charlotte in connection with the recruitment of personnel prior to a potential recruit being accepted for employment.

RESPONSE:

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein.

Subject to and without waiving said objection, there are no responsive documents to this Request.

25. All documents used by on-boarding personnel in connection with the recruitment of persons to participate in the Pledge Fund and documents showing the source of funds used to create such documents.

RESPONSE:

**OBJECTION**—The City objects to this Request as duplicative, vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to this Request to the extent that the documents it seeks confidential and sensitive financial and/or commercial information. The City further objects

for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs' counsel to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

26. All documents evidencing information mentioning the pledge fund that was shared with any city officials, Charlotte employees or elected Charlotte officials outside the Police Department prior to the commencement of Graue Action.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein.

**Subject to and without waiving said objection, please see the responsive documents produced herein and bates numbered:**

**WRIGHTVCITY 000001-WRIGHTVCITY 000005;**

**WRIGHTVCITY 000022;**

**WRIGHTVCITY 000030-WRIGHTVCITY 000079;**

**WRIGHTVCITY 000082-WRIGHTVCITY 000089;**

**WRIGHTVCITY 000114-WRIGHTVCITY 000115;**

**WRIGHTVCITY 000147-WRIGHTVCITY 000155;**

**WRIGHTVCITY 000157-WRIGHTVCITY 000159;**

**WRIGHTVCITY 000164-WRIGHTVCITY 000184; and**

**WRIGHTVCITY 000231-WRIGHTVCITY 000298.**

27. All documents evidencing information mentioning the pledge fund that was shared with any city officials, Charlotte employees or elected Charlotte officials outside the Police Department subsequent to the commencement of Graue action.

**RESPONSE:**

OBJECTION—The City objects to this Request as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein. The City further objects to the extent this Request seeks documents which are privileged by the attorney-client or attorney work product doctrines.

Subject to and without waiving said objection, please see the responsive documents produced herein and bates numbered:

WRIGHTVCITY 000116-WRIGHTVCITY 000146;

WRIGHTVCITY 000156;

WRIGHTVCITY 000160-WRIGHTVCITY 000163;

WRIGHTVCITY 000172; and

WRIGHTVCITY 000185-WRIGHTVCITY230.

28. All investigations or reports of whatever nature which mention in anyway the Pledge Fund. To the extent a privilege of any kind is claimed, provide a redacted copy showing the date, author, and title of the investigation or report.

RESPONSE:

OBJECTION—The City objects to this Request for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein. The City further objects to the extent this Request seeks documents which are privileged by the attorney-client or attorney work product doctrines.

Subject to and without waiving said objection, please see the responsive documents produced herein, which are now in the possession of the City but was prepared at the direction of Pledge Fund members for Pledge Fund purposes, and bates numbered:

WRIGHTVCITY 000023-WRIGHTVCITY 000029; and

WRIGHTVCITY 000090-WRIGHTVCITY 000113.

29. For each year since Commencement Date 2 to the present documents that show, (a) the number of number of people eligible to be Pledge Fund Participants and (b) the number of Pledge Fund Participants.

RESPONSE:

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objections to the Plaintiffs’ definitions of “Pledge Fund,” “Pledge Fund Participants,” and “Commencement Date 2,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs’ counsel to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

30. For each Pledge Fund Participant who has not been paid in full documents that show, Contact Information for all persons present in each meeting of new recruits or new employees at which the Pledge Fund Participant was an attendee, and the Pledge Fund was discussed.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is unclear what Plaintiffs mean by “Pledge Fund Participant[s] who [have] not been paid in full” when, upon information and belief, the large number of Pledge Fund members have not attained a qualifying event such to warrant payment from the Pledge Fund membership. The City further objects for the reasons identified in its objections to the Plaintiffs’ definitions of “Pledge Fund,” “Contact Information,” and “Pledge Fund Participant,” *supra*, and accordingly said objections are incorporated as if fully set forth herein.

Subject to and without waiving said objection, to the extent this Request is discernible, the City does not have in its control, custody, or possession of information or documents believed to be sought in part by this Request and which are required to be able to respond to the rest of the Request.

31. Documents that reflect that the Pledge Fund was a topic of discussion or a topic in any memoranda or publication at any time other than during the recruitment or on-boarding process.

**RESPONSE:**

**OBJECTION**—The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs’ definition of “Pledge Fund,” *supra*, and accordingly said objection is incorporated as if fully set forth herein. The City further objects to the extent this Request seeks documents which are privileged by the attorney-client or attorney work product doctrines.

Subject to and without waiving said objection, the City requires clarification from Plaintiffs’ counsel such to reasonably calculate this Request *and* to determine what

documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

32. For each recruit and employee class since Commencement Date 2, all documents that provide the (a) the age of the individual class members at that time, (b) the age of the class members who became Pledge Fund Participants, (c) the age of the Charlotte employee(s) who advised or discussed the Pledge Fund with the class or class members, and (d) the rank and employee title of the Charlotte employees at that time he or she advised or discussed the Pledge Fund with the class or class members.

**RESPONSE:**

**OBJECTION—**The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects to the Request on the grounds that it seeks confidential personnel information which is privileged from disclosure by N.C. Gen. Stat. § 160A-168, regardless of whether the individual was or is a Pledge Fund member. To be employed in CMPD, one must have attained the age of legal majority; this Request does not relate to any claim made by the Plaintiffs. The City further objects for the reasons identified in its objections to the Plaintiffs' definitions of "Pledge Fund," "Pledge Fund Participants," and "Commencement Date 2," *supra*, and accordingly said objections are incorporated as if fully set forth herein.

33. All documents which refer or mention in any way to what became the Graue Action, the Graue Action, or the Report of Receiver written by F. Lane Williamson.

**RESPONSE:**

**OBJECTION—** The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City objects to the extent this Request seeks documents which are privileged by the attorney-client or attorney work product doctrines.

Subject to and without waiving said objection, the City is producing non-privileged documents in its custody, control, or possession responsive to this Request. However, the plaintiffs in the *Graue* Action—while city employees when the *Graue* Action was instituted—were seeking relief in their individual capacities as members of the Pledge Fund, an independent entity from the City of Charlotte. Those plaintiffs are represented by counsel in the *Graue* Action and, accordingly, contact should be made through their counsel for documents in their custody, control, or possession. Accordingly, please see the responsive documents produced herein and bates numbered:

**WRIGHTVCITY 000086-WRIGHTVCITY 000089;**

**WRIGHTVCITY 000116-WRIGHTVCITY 000146;**

**WRIGHTVCITY 000163-WRIGHTVCITY 000166;**

WRIGHTVCITY 000172-WRIGHTVCITY 000175; and

WRIGHTVCITY 000185-WRIGHTVCITY 000232.

34. All documents evidencing preparation for any presentations to the mayor, city council, city manager or other officers of officials of Charlotte which mention in anyway the Pledge Fund and the documents used in or during any such presentation.

RESPONSE:

**OBJECTION—** The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein. The City objects to the extent this Request seeks documents which are privileged by the attorney-client or attorney work product doctrines.

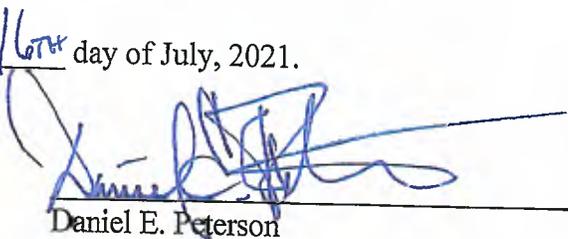
Subject to and without waiving said objection, the City requires clarification from Plaintiffs' counsel to determine what documents which may be in its custody, control, or possession would be responsive to the intent of this Request.

35. All document retention policies of Charlotte to and including all document retention policies of the Charlotte City Council since the Pledge Fund came into existence.

RESPONSE:

**OBJECTION—** The City objects to this Request as vague, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The City further objects for the reasons identified in its objection to the Plaintiffs' definition of "Pledge Fund," *supra*, and accordingly said objection is incorporated as if fully set forth herein.

Respectfully submitted, this the 16<sup>th</sup> day of July, 2021.



Daniel E. Peterson  
N.C. State Bar No. 41521  
[danielpeterson@parkerpoe.com](mailto:danielpeterson@parkerpoe.com)  
**PARKER POE ADAMS AND BERNSTEIN LLP**  
620 S. Tryon Street, Suite 800  
Charlotte, NC 28202  
Telephone: (704) 372-9000  
Facsimile: (704) 334-4706  
*Attorney for Defendant City of Charlotte*

CERTIFICATE OF SERVICE

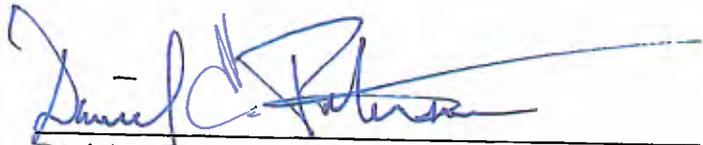
This is to certify that on this date I served the foregoing **DEFENDANT CITY OF CHARLOTTE'S FIRST CORRECTED AND SUPPLEMENTAL RESPONSES TO PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** via email and by depositing a copy thereof in the United States mail, postage prepaid, upon the following:

Daniel R. Taylor, Jr., Esq.  
E. Winslow Taylor, Esq.  
Taylor & Taylor Attorneys at Law PLLC  
418 N. Marshall St., Suite 204  
Winston-Salem, NC 27101  
[dantaylor@t2legal.com](mailto:dantaylor@t2legal.com)  
[winslow@t2legal.com](mailto:winslow@t2legal.com)

W. Ellis Boyle, Esq.  
Knott & Boyle, PLLC  
4800 Six Forks Road, Suite 100  
Raleigh, NC 27609  
[ellis@knottboyle.com](mailto:ellis@knottboyle.com)

*Attorneys for Plaintiffs*

This 16<sup>th</sup> day of July, 2021.



Daniel E. Peterson  
N.C. State Bar No. 41521  
[danielpeterson@parkerpoe.com](mailto:danielpeterson@parkerpoe.com)  
**PARKER POE ADAMS AND BERNSTEIN LLP**  
620 S. Tryon Street, Suite 800  
Charlotte, NC 28202  
Telephone: (704) 372-9000  
Facsimile: (704) 334-4706  
*Attorney for Defendant City of Charlotte*

# EXHIBIT C

**From:** [Rinnix, Paula](#)  
**To:** [Clampitt, Brittany](#); [Simpson, Sheila](#); [Koch, Bradford](#); [Tufano, Robert](#); [D'Elosua, Sandy](#); [Emmanuel, Kamella](#)  
**Cc:** [Walker, Jordan-Ashley](#); [Brown, Kenneth](#)  
**Subject:** RE: FOIA CMPD Police Pledge Fund  
**Date:** Tuesday, March 12, 2019 4:04:02 PM  
**Attachments:** [CMPD - Pledge Fund Contract.pdf](#)  
[image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

Copy of contract attached...



**From:** Rinnix, Paula  
**Sent:** Tuesday, March 12, 2019 4:01 PM  
**To:** Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>; Simpson, Sheila <ssimpson@ci.charlotte.nc.us>; Koch, Bradford <bkoch@cmpd.org>; Tufano, Robert <rtufano@cmpd.org>; D'Elosua, Sandy <sdelosua@cmpd.org>; Emmanuel, Kamella <Kamella.Emmanuel@cmpd.org>  
**Cc:** Walker, Jordan-Ashley <Jordan-Ashley.Walker@ci.charlotte.nc.us>; Brown, Kenneth <kebrown@ci.charlotte.nc.us>  
**Subject:** RE: FOIA CMPD Police Pledge Fund

Britt,

Per our conversation, I spoke with Patricia Burris, our HRMS and Payroll Program Manager and she was able to share with me additional information regarding the CMPD Police Pledge Fund.

We discussed each of the questions below to determine which ones could be answered by Human Resources and which ones would require a response from someone in CMPD.

I am not sure of the point of contact in CMPD to respond to their questions.

HR can have the responses for those indicated below by Friday, March 12<sup>th</sup>, EOD:

1. Names and titles of all board members (past and present). **CMPD**
2. How much money, in total, has gone into the fund since it started until today, Feb. 25, 2019 – **HR can share total amounts dating back to 2001 (the date in which the fund was implemented)**

3. How many people have been signed up for pledge fund in its history? It is my understanding that about 1,100 people are currently signed up for the pledge fund. I would like to know a specific number. **HR has this information dating back to 2001.**
4. How many retired employees are on the waiting list to receive their payout? **CMPD**
5. How much money would it take to pay out all active members of the waiting list? **CMPD – would give # of active members on Waiting List and HR can give value/payout amounts**
6. Deputy Chief Jennings said the payout “fluctuates.” What is the minimum payout that a retired employee has received and what is the maximum? **CMPD**
7. We would like to request a copy of the Pledge Fund Contract. **HR**
8. I would like to have a copy of a current bank statement relating to the pledge fund. I understand that there might be sensitive bank account information that needs to be blurred out. **CMPD**

Those eight questions are considered a “priority” for our upcoming stories. On top of those questions, I’m requesting additional information relating to emails.

1. I would like to request all CMPD emails with the combined words “pledge fund” between Feb. 1 through Feb. 25. - **CMPD**



**From:** Clampitt, Brittany  
**Sent:** Monday, March 11, 2019 3:26 PM  
**To:** Simpson, Sheila <[ssimpson@ci.charlotte.nc.us](mailto:ssimpson@ci.charlotte.nc.us)>; Koch, Bradford <[bkoch@cmpd.org](mailto:bkoch@cmpd.org)>; Tufano, Robert <[rtufano@cmpd.org](mailto:rtufano@cmpd.org)>; D'Elosua, Sandy <[sdelosua@cmpd.org](mailto:sdelosua@cmpd.org)>; Rinnix, Paula <[Paula.Rinnix@ci.charlotte.nc.us](mailto:Paula.Rinnix@ci.charlotte.nc.us)>  
**Cc:** Walker, Jordan-Ashley <[Jordan-Ashley.Walker@ci.charlotte.nc.us](mailto:Jordan-Ashley.Walker@ci.charlotte.nc.us)>; Brown, Kenneth <[kebrown@ci.charlotte.nc.us](mailto:kebrown@ci.charlotte.nc.us)>  
**Subject:** FW: FOIA CMPD Police Pledge Fund

Hey all,

Sunshine Week is here and we have a follow-up on this request. If you all could acknowledge that these are being pulled and reviewed, that would be great. There are records requested of both HR and CMPD. Please let me know where we stand on these.

Again, here's the request:

1. Names and titles of all board members (past and present).
2. How much money, in total, has gone into the fund since it started until today, Feb. 25, 2019

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CHARLOTTE FIRE DEPARTMENT VOLUNTARY PLEDGE FUND, hereinafter referred to as "FUND", and \_\_\_\_\_ hereinafter referred to as "MEMBER."

WITNESSETH:

WHEREAS, the Charlotte Fire Department Voluntary Pledge Fund is organized for the purpose of providing cash benefits to the beneficiary of a member who deceases; and

WHEREAS, \_\_\_\_\_ is desirous of becoming a member of the Charlotte Fire Department Voluntary Pledge Fund.

NOW, THEREFORE, IT IS AGREED BY and between the parties hereto, as follows:

1. That the FUND covenants and agrees to pay to \_\_\_\_\_ Beneficiary (ies), relationship \_\_\_\_\_, upon the death of a MEMBER, a sum equal to Ten Dollars (\$10.00) multiplied times the number of the participating members on the date of the death of MEMBER. If a beneficiary dies before the MEMBER, the beneficiary's interest shall terminate; in the event of multiple beneficiaries having been designated said deceased's share shall be absorbed into and become part of the equal shares of the surviving beneficiaries. If there are no beneficiaries alive when the MEMBER dies, the FUND shall pay benefits as follows:
  - a. To the surviving spouse;
  - b. If no surviving spouse, then in equal shares to surviving children;
  - c. If no surviving spouse or children, then in equal shares to surviving parents;
  - d. If no surviving spouse, children, or parents, then equal shares to surviving brothers and sisters, including half-brothers, half-sisters, step-brothers, step-sisters;
  - e. If there are no surviving payees as listed above, then the FUND shall be paid over and delivered to the Estate if the deceased MEMBER.
2. That in consideration of the cash sum paid to Beneficiary, MEMBER hereby covenants and agrees to contribute to the Charlotte Fire Department Voluntary Pledge Fund during his/her term of membership, as follows:
  - a. Ten Dollars (\$10.00) upon execution of this Agreement;
  - b. Ten Dollars (\$10.00) upon each death of a member to the FUND, excluding himself;
  - c. That further said contributions shall be made by payroll deduction from MEMBER's salary check paid by the City of Charlotte, at a weekly rate of Ten Dollars (\$10.00) until amounts due FUND are paid.
3. That in the event this Agreement is terminated by reason or reasons other than death of a MEMBER, MEMBER hereby acknowledges that no benefits or refund of contributions shall be received by MEMBER.
4. That this agreement may be terminated by either party hereto by ten (10) days written notice to terminate delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year above written, for the uses and purposes hereinbefore set forth.

Charlotte Fire Department Voluntary Pledge Member:

\_\_\_\_\_  
Voluntary Pledge Member Signature

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
My commission expires \_\_\_\_\_

Charlotte Fire Department Voluntary Pledge Representative:

\_\_\_\_\_  
Voluntary Pledge Representative Signature

\_\_\_\_\_  
Title