

NORTH CAROLINA
MECKLENBURG COUNTY

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

ROBERT WRIGHT, MARK)
MICHALEC, and SCOTT SHIPMAN,)
on behalf of a class of those similarly)
situated,)

Plaintiffs,)

v.)

CITY OF CHARLOTTE,)

Defendant.)

**PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT, APPOINTMENT OF
CLASS ADMINISTRATOR, AND
APPROVAL OF CLASS NOTICE PLAN**

Plaintiffs, as Class Representatives and on behalf of the Class, pursuant to N.C. R. Civ. P. 23(c), respectfully request that the Court give preliminary approval to the Memorandum of Settlement reached by the parties on September 7, 2022 which Memorandum of Settlement was approved by the City of Charlotte on November 14, 2022.

Plaintiffs further request that the Court appoint Strategic Claims Services to serve as Class Administrator and that the Court approve the Notice Plan contained in the Notice to Class Members and Timeline attached to the Declaration of Paul Mulholland. The Notice Plan provides Class Members notice of the proposed settlement with dates for subsequent action to be confirmed by the Court in its Order following the hearing on this Motion. In support of this Motion, Plaintiffs show the Court the following:

BACKGROUND

1. This action was commenced on March 16, 2021, alleging breach of fiduciary duty (Claim One), and negligent misrepresentation (Claim Two). Thereafter, the complaint was

amended to allege alternatively that defendant's actions in approving, taking payroll deductions for and administering the Charlotte Mecklenburg Voluntary Police Pledge Fund ("Pledge Fund") were ultra-vires except perhaps for a death benefit (Claim Three) or alternatively the result of common law negligence (Claim Four). The alternative ultra-vires claim (Claim Three) was grounded in equity and based on plaintiffs' belief that the City of Charlotte did not at any time have the power or authority to take deductions from participants and administer a Pledge Fund for a retirement benefit which it had done from early 1966 through June 2019.

2. Prior to adding the Alternative claims, Plaintiffs engaged in substantial formal and informal discovery initiatives, interviewed, and obtained affidavits from Pledge Fund participants who had relevant information supportive of Plaintiffs' claims, and obtained records of all Pledge Funds deductions taken from January 2, 2001 through the termination of the Pledge Fund which had been made available to the public as a result of a Freedom of Information Act request. Plaintiffs also obtained records from the related *Graue et al. v. The Charlotte-Mecklenburg Voluntary Police Pledge Fund*, 19 CVS 13137 (Mecklenburg County) action believed to accurately identify Class Members who experienced deductions prior to January 2, 2001.¹

3. Approximately six months after the commencement of this actions, Plaintiffs moved for Partial Summary Judgment on Claim Three – Ultra-Vires Taking (Liability Only), advised Defendant that for purposes of mediation, it would abandon all claims except alternative Claim Three (the equitable claim of ultra-vires taking) and expressed the desire to mediate the case solely based on the ultra-vires claim (Claim Three). This action was taken because Plaintiffs' counsel, after considerable research (a) as to the elements of and defenses to the liability issue of

¹ As will be noted, however, that Plaintiffs' counsel and the Class Administrator need additional employment information and fund deduction data to send the Notice to Class Members and to properly allocate the settlement distribution. Plaintiffs' counsel has requested the required information from Defendant's counsel, but it will be further requested in this motion.

each of the four claims advanced, (b) as to the elements of and defenses to the statute of limitation applicable to each of the four claims advanced, (c) as to the elements of and defenses to the causation and damages issues of each of the four claims advanced, and (d) as to the elements of and defenses to the certification of a class to advance each of the claims advanced, concluded that the ultra-vires claim had the greatest chance for success. Pursuing solely the ultra-vires claim (Claim Three) was the least costly, most expeditious and most efficient pathway to resolution of what is believed to be a problematic case.

4. After some negotiations, the parties engaged retired Superior Court Judge James L. Gale as a mediator and participated in mediation sessions on December 16, 2021 (abbreviated counsel-only session), May 13, 2022, and September 7, 2022. The plaintiffs refined their claim following the December 16, 2021 mediation session after further research indicated that, in the mind of Plaintiffs' counsel, the North Carolina General Assembly never granted to Charlotte the authority to approve, deduct funds for, and administer the Pledge Fund as had existed. The May 13, 2022, and the September 7, 2022, mediation sessions each lasted an entire day with both parties being assigned "homework" following the May 13, 2022 session. The parties enjoyed an open line of communication with Judge Gale between mediation sessions which helped bring the parties together.

5. At the conclusion of the third mediation session on September 7, 2022, the parties executed a Memorandum of Settlement a copy of which is attached (**Exhibit 1**). It was approved by the Charlotte City Council on November 14, 2022.

6. Thereafter, the Plaintiffs filed their Rule 23 Motion for Certification of Class Action, Appointment of Class Counsel, and Appointment of Class Representatives. Class Counsel respectfully suggests that Plaintiffs Rule 23 Motion for Certification of Class Action,

Appointments of Class Counsel, and Appointment of Class Representatives, to be heard prior to or simultaneously with this motion. Plaintiffs' proposed Order certifying the Class, appointing Class Counsel, and appointing Class Representatives (Class Certification Order (Proposed)) provides among other things:

- a. The class is defined as “[a]ny Charlotte-Mecklenburg Police Department employee who had a payroll deduction from their paycheck to participate in the Charlotte Mecklenburg Voluntary Police Pledge Fund on or after March 16, 2011 and who did not receive a payout from the Pledge Fund upon a qualifying separating event from the Pledge Fund, which individuals shall be entitled to a prorated share of the net settlement proceeds, less attorneys’ fees, costs, and expenses, based on all payroll deductions for the Pledge Fund, including any taken prior to March 16, 2011.”
- b. Daniel R. Taylor, Jr. and E. Winslow Taylor of Taylor & Taylor, Attorneys at Law, PLLC and W. Ellis Boyle, of Knott & Boyle, PLLC, are appointed Class Counsel.
- c. Plaintiffs Robert Wright, Mark Michalec, and Scott Shipman are appointed Class Representatives.

7. The September 7, 2022 mediated Memorandum of Settlement approved by the City of Charlotte on November 14, 2022, provides that Defendant shall pay the sum of one million nine-hundred ninety-nine thousand and 00/100 dollars (\$1,999,000.00) into a common fund. It further provides that City of Charlotte does not oppose Plaintiffs seeking the disbursement of the funds believed to total in excess of \$174,000 currently under the control of permanent receiver F. Lane Williamson and subject to court proceedings in the related *Graue et. al. v. The Charlotte-Mecklenburg Voluntary Police Pledge Fund*, 19-CVS-13137 (Mecklenburg County) as part of the

settlement of this action.² When the Graue \$174,000+ funds are added to Charlotte's contribution of \$1,999,000, the common fund for distribution to class members will exceed \$2,173,000, an amount believed to be approximately 50% of the recoverable deduction before being reduced by attorneys' fees, costs, and expenses.³

8. Named Plaintiffs' engagement with counsel provides for a contingency fee of one third 33.33% of any amount recovered or otherwise paid related to this matter whether in settlement, verdict, judgment or otherwise. (**Exhibit 2**) Plaintiffs' Counsel is limiting its attorneys' fees request to \$600,000 or 30% of \$1,999,000 or 27.6% of \$2,173,000. Additionally, while Class Administrator has projected its fee to range between \$25,000 and \$50,000, it is believed that the fee will be much closer to \$25,000 if Defendant provides prompt and meaningful cooperation by providing accurate Class Member contact and employment information and accurate records of deductions taken from the pay of Class Members as has been requested.

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT
SHOULD BE GRANTED.**

9. The North Carolina Court of Appeals in *Ehrenhaus v. Baker*, 216 N.C. App. 59, 717 S.E.2d 9 (2011) established the procedure to be followed in evaluating a proffered class action settlement.

² Every Pledge Fund participant affected by the recommendation of the Permanent Receiver F. Lane Williamson in the *Graue* action is a Class Member and is treated more favorably by this settlement than the Recommendation of the Permanent Receiver. Class Counsel has talked with F. Lane Williams who has indicated he would join in a motion in the *Graue* Action to transfer those funds to be distributed with the Charlotte settlement funds in this action. Counsel has also commenced exploring the process by which the funds controlled by the *Graue* Court can be consolidated with the settlement proceeds in this action.

³ Plaintiffs cannot be more specific because Class Member deductions prior to January 2, 2001 have yet to be precisely quantified, and, if the exact amount cannot be provided by defendant, pre-January 2, 2001 deductions will have to be estimated, perhaps imprecisely, based on best information available.

A trial court evaluating a class action settlement should follow the two-step procedure generally employed by federal courts. First, the trial court should consider “a preliminary approval or pre-notification hearing to determine whether the proposed settlement is ‘within the range of possible approval’ or, in other words, whether there is ‘probable cause’ to notify the class of the proposed settlement.” *Horton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 855 F.Supp. 825,827 (E.D.N.C. 1994). If the trial court grants preliminary approval “notice is sent to the class, [and thereafter] the court conducts a ‘fairness’ hearing, at which all interested parties are afforded an opportunity to be heard on the proposed settlement.” *Id.* cf. *Frost*, 353 N.C. at 197, 540 S.E.2d at 330.

216 N.C. App. at 74, 717 S.E.2d at 20.

10. The mediation process, the dollar amount agreed to by the City of Charlotte, and the projected attorneys’ fees and Class Administrator and other expenses certainly brings the Memorandum of Settlement well “within the range of possible approval” and establishes “‘probable cause’ to notify the class of the proposed settlement.”

11. As previously noted, the Memorandum of Settlement is the result of multiple mediation sessions conducted by a highly experienced and respected former Chief Judge of the North Carolina Business Court involving the exchange of financial data and sworn class member affidavits. When Defendant’s \$1,999,000 common fund contribution is augmented by the more than \$174,000 under the control of the permanent receiver F. Lane Williams, it is believed to represent approximately 50% of the deductions experienced by the Class Members before attorneys’ fees, costs and expenses based on the best records and information available

**PLAINTIFFS' MOTION FOR APPOINTMENT OF CLASS ADMINISTRATOR
SHOULD BE GRANTED.**

12. Class Counsel has reviewed the experience of a number of class administration firms for appointment as Class Administrator in this case and has talked with counsel who has worked with various Class Administrators. Class Counsel, after conducting their due diligence, recommends that the Court appoint Strategic Claims Services ("Class Administrator" or "SCS") to serve as the class administrator in this matter. See, www.strategicclaims.net.

13. As noted in the Declaration of Paul Mulholand (**Exhibit 3**), SCS has over thirty years of experience specializing in litigation support services principally in the area of administration of securities class action settlements, and Mulholand has personally administered over five hundred class action settlements.

14. As Class Administrator, SCS will, among other things, be responsible for (a) providing notice to the Class by US Mail upon receipt of the last known address of each class member (based on information to be provided by the City of Charlotte), (b) maintaining a website and telephone line to provide information to the Class, (c) holding the settlement funds in an appropriate bank account, (d) managing all necessary financial reporting, (e) receiving and serving counsel for the parties all written comments, opt-out requests, and written objections, and (f) assisting in the orderly administration of the disbursement of the Class funds.

15. Plaintiffs submit that SCS is experienced and able to function properly as Class Administrator and that it is in the best interest of the Class for the Court to appoint SCS to serve as Class Administrator in this matter.

16. Plaintiffs further request that the Court, if it has not already done so, order Defendant to transfer to the Class Administrator and Plaintiffs' counsel the data as requested and necessary for the Class Administrator to conduct the notice and refund processes. Specifically,

plaintiffs' request for each class member, (a) his or her full name, (b) employee identification number (or social security number), (c) last known mailing address, (d) last known email address (if reasonably available), (e) total amount of deductions taken from January 2, 2001 through termination of the Pledge Fund and (f) total amount of deductions taken prior to January 2, 2001 or if that deduction information does not exist prior to January 2, 2001, the total number of weeks employed prior to January 2, 2001.

17. The Plaintiffs, Plaintiffs' Counsel, and Class Administrator recognize the sensitive nature of this information and therefore acknowledge the propriety of an order from this Court mandating that confidential information be managed with the utmost confidentiality.

18. Plaintiffs further request that the Court direct Defendant to undertake best efforts to cooperate with Plaintiffs' Counsel and the Class Administrator during the administration process in order to allow Class Counsel and the Class Administrator to obtain such additional information and understand any data or information in Defendant's possession that may be reasonably necessary to complete the administration process in a timely manner so as to effect the fair and equitable distribution of the Common Fund.

**PLAINTIFFS' MOTION FOR APPROVAL OF PROPOSED NOTICE PLAN SHOULD
BE GRANTED.**

19. In order to provide the Class with a full and fair opportunity to receive notice of the Proposed Settlement, Plaintiffs propose a Notice Plan to provide the best practicable notice under the circumstances. As detailed below, Plaintiffs' proposed Notice Plan as reflected in the Mulholland Affidavit paragraphs 6 - 11, consists of providing notice of the Proposed Settlement via: (1) direct mail, (2) email if addresses are available, (3) a website, and (4) an automated telephone line.

20. Plaintiffs believe that the proposed Notice Plan as reflected in the “Notice to Class Members” will appropriately advise Class Members of the Proposed Settlement and of Class Members’ options regarding participation in the Class when supplemented with dates to be approved by the Court at or following the hearing on Plaintiffs Motion for Preliminary Approval of Class Settlement, Appointment of Class Administrator, and Class Notice Plan.

21. Plaintiffs believe that after being provided with the mailing address of each Class Member, that the proposed Notice to Class Members will reach the maximum number of Class Members and provide the best notice practicable under the circumstances that will comport with the requirements of Due Process. The Notice Plan reflected in the Notice to Class Members attached as **Exhibit B** to Paul Mulholland’s Declaration (**Exhibit 3**) reflects the requirements to “opt out,” Object or comment on the settlement.

22. With regards to specific dates required to complete the Notice Plan and otherwise bring this matter to conclusion, Plaintiffs suggest that the Court adopt Suggested Settlement Timeline attached as **Exhibit C** to Paul Mulholland’s declaration (**Exhibit 3**) with such adjustments or modification as the Court deems appropriate.

CONCLUSION

23. At the Final Approval Hearing at the time and place to be set by the Court, Class Counsel will be prepared to address the following issues, among other things:

- a. How the Mediated Memorandum of Settlement and the completed Notice Plan provided are a fair and reasonable resolution of the claims asserted by the Class and satisfy the requirements of N.C. R. Civ. P. 23 and of due process.

- b. Any issues raised by Class Members in comments/objections submitted pursuant to the instructions in the Notice to Shareholders.
- c. The appropriate handling of refunds to Class Members who cannot be located through reasonable efforts.

WHEREFORE, Plaintiffs, as Class Representatives and on behalf of the Class, respectfully request that the Court:

1. Give preliminary approval to the Proposed Settlement in the amount of \$1,999,000, which if and when combined with the approximately \$174,000 under the control of the Court in the *Graue* action constitutes a common fund of approximately \$2,173,000+;

2. Appoint Strategic Claims Services to serve as Class Administrator and authorize the use of settlement funds to retain the Class Administrator and undertake other necessary steps;

3. Authorize and direct Defendant to issue an initial payment of \$10,000.00 to Class Counsel for advance payment to the Strategic Claims Services to meet anticipated expenses;

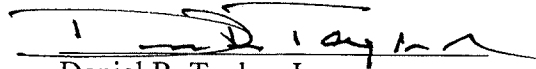
4. Approve the Notice Plan and authorize Class Counsel and the Class Administrator to begin implementation of the Notice Plan after the Court has provided appropriate dates for completion of designated plan items;

5. Require Defendant, if it has not already done so, to make available to Class Counsel and the Class Administrator in electronically usable form for each Class Member **(a)** full name, **(b)** employee identification or social security number, **(c)** last known mailing address, **(d)** email address if reasonably available **(e)** the amount of payroll deductions taken from each Class member since January 2, 2001, **(f)** and the amount of payroll deduction taken from each class

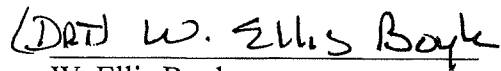
member prior to January 2, 2001 or if that information is not reasonably available, the total number of weeks employed prior to January 2, 2001.

6. Require Defendant to provide such other and additional information as may be reasonably required by Class Administrator or Plaintiffs' Counsel to allow for an appropriate per rata distribution of the common fund.

This the 22nd day of November 2022.



Daniel R. Taylor, Jr.
E. Winslow Taylor
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W. Ellis Boyle
Knott & Boyle, PLLC
4800 Six Forks Road, Suite 100
Raleigh, NC 27609
Telephone No. 919-783-7900

CERTIFICATE OF SERVICE

The undersigned, as counsel of record for Plaintiffs, hereby certifies that, on this date, he served a copy of the foregoing document upon Defendant by placing same in the United States Mail in Winston-Salem, North Carolina, with sufficient postage affixed, and addressed to:

Daniel E. Peterson
Parker Poe
620 South Tryon St. Suite 800
Charlotte, NC 28202

And by email addressed to
Danielpeterson.@parkerpoe.com

This the 22nd day of November 2022

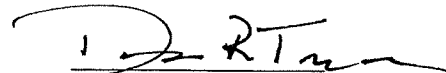

Daniel R. Taylor, Jr.

EXHIBIT 1

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.

MEMORANDUM OF SETTLEMENT

The parties to this action participated in a mediated settlement conference on September 7, 2022 and at that settlement conference resolved in principle all disputes between the putative class and the Defendant by agreement as follows:

1. This is a putative class action related to payroll deductions for the Charlotte-Mecklenburg Voluntary Police Pledge Fund. The parties agree, for the sake of resolving disputed claims, that for this settlement to take effect, the Court must certify the class and approve such settlement.
2. The parties agree, for purposes of resolving these disputed claims in this disputed class, that the class to be certified shall be specified by mutual agreement of counsel at a later date, but that for purposes of this Memorandum of Settlement, the general class qualifications are thus:
 - a. Any Charlotte-Mecklenburg Police Department employee who had a payroll deduction from their paycheck to participate in the Charlotte-Mecklenburg Voluntary Police Pledge Fund ("Pledge Fund") on or after March 16, 2011; and
 - b. Who did not receive a payout from the Pledge Fund upon a qualifying separating event from the Pledge Fund.

3. Any individual who meets the class qualifications shall be entitled to a *pro rata* share of the net settlement proceeds, less attorneys' fees and expenses, based on all payroll deductions to the Pledge Fund, including any taken prior to March 16, 2011.
4. The parties contemplate that the class, if certified by the Court, shall be an "opt-out" class such to provide certainty in the finality of resolving these and related disputed claims.
5. Counsel for Defendant shall recommend to the Defendant's City Council a payment to establish a settlement fund for the putative class in the sum of one million nine-hundred ninety-nine thousand and 00/100 dollars (1,999,000.00). For the sake of clarity, the Defendant's City Council must approve this settlement before it binds the Defendant in any way.
6. If the City Council approves the settlement amount for the settlement fund called for in Paragraph 5, the Defendant agrees to cooperate with the third-party administrator to be appointed to administer the putative class payments from the settlement fund, including identifying for the administrator contact information for individuals who meet the class qualifications described in this Memorandum of Settlement.
7. The net settlement fund agreed herein includes funds to be paid to the class members, as well as attorneys' fees and expenses, and class administrative costs. For the sake of clarity, subject to the City Council's approval, Defendant shall not in any circumstances be obligated to pay any more than the net settlement fund identified in Paragraph 5 of this Memorandum of Settlement.
8. The Defendant makes no claim to the funds in the account maintained by the receiver, Lane Williamson, and the Defendant shall not oppose the Plaintiffs and Class Members seeking disbursement of said funds in this action.
9. The parties, through their attorneys, shall negotiate a mutually acceptable Settlement Agreement which will bring into effect the above-negotiated terms and any terms which, within reason, effectuate the purposes of this Memorandum of Settlement, including but not limited to a full and final release of all claims related

to the Charlotte-Mecklenburg Police Pledge Fund by class plaintiffs and class members.

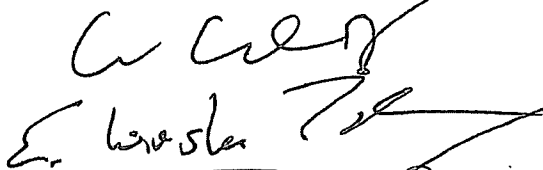
10. None of the parties shall be bound by this Memorandum of Settlement in the event that (i) the Charlotte City Council does not approve the settlement fund for the amount identified herein; and (ii) the Court declines to approve the settlement of this class action lawsuit. In either event, this Memorandum of Settlement shall be of no force or effect, shall be without prejudice to the rights of any party hereto, shall not be deemed or construed to be an admission by any party of any fact or matter and shall not be used in any way in this action or in any other action or proceeding.
11. This Memorandum of Settlement has been negotiated and entered into for settlement purposes only and does not constitute any evidence against or admission of liability by the Defendant with respect to any claim that has been or could have been asserted against the Defendant.
12. All parties have entered into this Memorandum of Settlement in good faith and with a desire to bring the dispute underlying this action to finality. Each attorney represents that he has the authority, subject to the limitations described herein, to enter into this Memorandum of Settlement.

This, the 7th day of September, 2022.

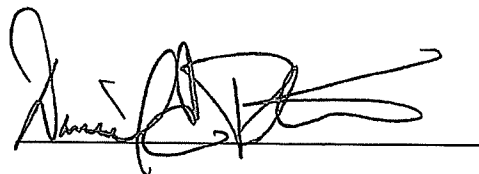
FOR THE PLAINTIFFS AND
PUTATIVE CLASS MEMBERS:



Daniel R. Taylor, Jr.



FOR THE DEFENDANT:



Daniel E. Peterson

EXHIBIT 2

KNOTT & BOYLE, PLLC

ATTORNEYS AT LAW
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October 13, 2020

Mark Michalec
Scott Shipman
Robert Wright

Re: Confirmation of Engagement for Class Representatives for the VPPF Participants

Dear Mark, Scott, and Robert:

I am pleased that you have asked Knott & Boyle PLLC and Taylor and Taylor PLLC (the Firms) to serve as your counsel. At the outset of any engagement, it is appropriate to confirm the nature of the engagement and the terms of the representation in writing. This letter serves that purpose. If you have any questions about this letter or any of its provisions, do not hesitate to discuss them with me. Otherwise, this letter and the attached Billing and Fee Policy will represent the terms of the engagement. Again, I am very thankful that you have decided to give the Firms the opportunity to work together with you.

Client and Scope of Representation

Mark Michalec, Scott Shipman, and Robert Wright (collectively "Class Representatives") will be the Firms' only clients in this matter. The Class Representatives have engaged the Firms to represent them along with all of the other participants of the Volunteer Police Pledge Fund in connection with proceedings in claims against the Charlotte Mecklenburg Police Department and City of Charlotte related to the Volunteer Police Pledge Fund in any pre-suit negotiations, at the trial court level, and in any appeals that might arise (the "Matter"). The Class Representatives understand and agree that if they would like the Firms to undertake any additional legal services not specifically described above, we will need to redefine the scope of the representation and enter into a new engagement letter that describes the changed circumstances.

Nature of Relationship

The objective of the Firms is to provide high quality legal services to clients at a reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If any of you ever have any questions, please feel free to ask those questions. Either at the commencement or during the course of the representation, the Firms may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any agent of the Firms is intended to be an expression of opinion only, based on information available at the time, and should not be construed by clients as a promise or guarantee of any particular result.

Client Responsibilities

You agree to cooperate fully with the Firms, to promptly provide all information known or available to you relevant to the Firms' representation, and to fully and accurately disclose all facts and documents that may be relevant to the Matter or that the Firms may otherwise request. You will also make yourself reasonably available to attend meetings, conferences, hearings, and other proceedings when informed by the Firms that your attendance is needed.

Even though you have delegated certain levels of authority to the Firms to act on your behalf, there will be times when the Firms will not be able to proceed in the Matter without your full consent which will sometimes need to be in writing. A few specific examples of this situation include negotiating settlement offers or dealing with a conflict of interest. You agree to be available to make these types of decisions so that the Firms can continue to represent your interests in the Matter. Please notify the Firms if you might be unavailable for more than just a few days due to some foreseeable reason or if any changes are made to your contact information.

Multiple Attorneys and Other Firm Staff

Ellis Boyle, Winslow Taylor, Dan Taylor, and Bruce Berger will be the primary attorneys handling this matter for the Firms. We will be available to speak with you in person, by phone, mail, or electronically upon your request. You can call the office at any time for questions or concerns. We will do our best to return any call or email to you within two business days. If we expect to be out of the office for an extended period of time, we will do our best to let you know that fact in advance so that you can expect a response to any question you may have in a reasonable amount of time.

You also agree that other attorneys, paralegals, investigators, or experts from inside or outside the Firms may be called upon as necessary to provide you with the best possible services. You will not incur any additional fees associated with legal professionals outside the Firms if we choose to engage them to assist on this Matter.

Communications

In the course of our relationship, communications between us are confidential pursuant to the attorney client privilege. If someone other than a client and the client's attorney hears or sees a communication between the attorney and client, then the privilege could be waived. It is important that you keep communications between us confidential to avoid the risk of inadvertent disclosure or waiver of the privilege. This privilege is a very important protection, and you do not want to accidentally waive it. You should avoid communicating any sensitive matters to me where the communication, written or verbal, might be seen or overheard by someone not covered by the privilege. You should not use any work email or phone to correspond with anyone about the Matter because the employer may have a separate right to inspect any such communications which could waive the privilege. You should avoid discussing any of our communications with other people including family and friends. Please err on the side of caution when communicating, either in writing or verbally, about sensitive matters related to the matter with anyone other than lawyers or staff of the Firms.

Fees and Expenses

The legal fees are based primarily on a contingency fee of one third, 1/3 (33.33%), of any amount recovered or otherwise paid related to this Matter whether in settlement, verdict, judgment, or otherwise. You understand and agree that the case need not be filed in any court or go to trial for the Firms to receive this one third of any amount recovered or otherwise paid related to the Matter.

The Firms will also keep time because some of the claims may entitle them to recover attorneys' fees. If that occurs, you agree that the standard hourly rates for attorneys from the Firms who might work on the matter currently ranges from \$400 to \$600 per hour. Currently, Dan Taylor bills at \$600/hour, Bruce Berger bills at \$600/hour, Ellis Boyle bills at \$500/hour, and Winslow Taylor bills at \$450/hour. Time devoted by a paralegal is charged at hourly rates of \$125 per hour. These rates are subject to periodic change by the Firms, with prior notification. All legal professionals who work on this matter on behalf of the Firm will track the time that they work in increments of minutes worked.

The Firms charge you, without markup, for the out-of-pocket expenses related to the Matter. The Firms does not keep separate accounting for or intend to charge for typical administrative expenses, including long distance phone charges, routine copy costs for day-to-day operations, regular mail postage, internet access and other office expenses. Those are simply included in the hourly rate charged by each legal professional's time in lieu of specifically charging for those costs. However, please refer to the attached Billing and Fee Policy, which is incorporated herein and made a part of the terms of our engagement, for further details regarding our agreement requiring payment or reimbursement of specific fees and expenses not covered in the hourly rate as typical administrative expenses. You authorize the Firms to retain any investigators, consultants, or experts necessary in the Firms' judgment to represent your interests in the matter and agree to reimburse the Firms if they pay the third party directly on your behalf. The Firms are entitled to full reimbursement of their expenses separate and apart from any contingency fee they may be entitled to.

The Firms have received a retainer of \$10,000.00 from the Charlotte Mecklenburg Fraternal Order of Police ("CMFOP") to be placed in the Trust Account at Knott & Boyle PLLC and used to defray the expenses associated with the Matter. While this has been paid by a third party, it will be used to fulfill any obligation for payment or reimbursement of expenses that the Firms incur on your behalf. The fact that the retainer has been paid by a third party in no way changes the Firms' representation of you or the Firms' duties directly to you. The Firms consider you to be the client, and have no obligations or duties to the CMFOP. To the extent that any moneys received as a retainer are not used when this Matter is concluded, the Firms will return any such remaining money to the CMFOP.

You understand and agree that any payment made in full or partial settlement or resolution of the Matter will be endorsed by you and that you will allow Knott & Boyle, PLLC to place such payment into its Trust Account until such time as any check or draft through which such payment is made clears the bank processing requirements and is available for disbursement. After such check or draft has cleared, you understand and agree that the Firms may deduct their fee for representation, as well as any amount due and payable for expenses not already covered by the amount held in the retainer from the amount of payment. You also understand and expect that any such payment to resolve the claims will likely include certain sums of money that should be used

to pay all class members an appropriate amount depending on how the resolution occurs and what each member is entitled to receive. This process will likely be guided by some level of court approval, and you agree to comply with whatever decision a court with proper jurisdiction over the issues may order.

Occasionally, once cases are settled or resolved and any funds received are disbursed, there is an inadvertent, small amount of money remaining in a client's ledger in the Firm's Trust Account. This can happen due to a variety of reasons such as an odd number of beneficiaries, percentages with more than two decimal places requiring a rounding up or down, etc. When there is an amount less than \$2.00 left in the Trust Account associated with your claim at the conclusion of all of the rest of the case, we ask for your permission to sweep that remaining balance over to the Firm's general account within the Firm's Trust Account so we can close out the Trust ledger for the Matter. By signing this retainer, you agree that, if and when this case settles, Knott & Boyle, PLLC, may sweep the remaining amount of less than \$2.00 in your client ledger in the Firm's Trust Account over to the Firm's general account in the Firm's Trust Account.

Conclusion of Representation: Retention and Disposition of Documents

Unless previously terminated, the Firms will cease to represent you upon either the conclusion of this Matter or upon written notice from the Firms to you that the engagement has concluded along with a final statement for expenses related to the Matter. Following such termination, any otherwise non-public information you have supplied to the Firms that must be retained will be kept confidential in accordance with applicable rules of professional conduct. For various reasons, including the minimization of unnecessary storage expenses, the Firms reserve the right to destroy or otherwise dispose of any such documents or other materials retained by the Firms a reasonable time after the termination of the engagement.

Termination of Legal Services

We are confident that the Firms can work together with you in a mutually satisfactory manner. However, you are free to terminate the Firms' services at any time, provided that you do so in writing. In addition, and subject to applicable rules of professional conduct governing attorneys, in the event that we disagree on any aspect of this engagement, a conflict of interest arises, or for any other reason the Firms deem appropriate, the Firms reserve the right to withdraw from further representation of you. If you elect to terminate this engagement prior to conclusion of the matter, or if the Firms elect to withdraw, you are responsible for paying any expenses accrued or fees earned under a theory of quantum meruit through the effective date of the termination of this engagement in accordance with the provisions set out above.

Post-Engagement Issues

You are engaging the Firms to provide legal services in connection with this specific Matter. After the representation has concluded, there may be changes in applicable laws or regulations or new legislation or court decisions that could impact you, your future rights and liabilities, or this Matter. You understand and agree that you are not engaging the Firms to monitor new legislation or court decisions or changes in laws or regulations that occur after the engagement is terminated. You also agree that the Firms are not responsible for advising you about how any such changes might impact this matter after the engagement is terminated.

General Waiver of Conflicts

As we have discussed, you are aware that the Firms represent many other companies and individuals. You agree that the Firms may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Firms' work for you, even if the interests of such clients in those other matters may be adverse to you, directly or indirectly. The Firms agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firms' representation of you, the Firms have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with other clients, the Firms have asked for similar agreements to preserve the ability to represent you.

Representation of More Than One Client; Consents

A. Consent to Common Representation

In the Matter, you consent and agree that the Firms will represent each Class Representative. You recognize, agree and consent that, as a result, your confidential information respecting the Matter may be shared by us with the other Class Representatives.

B. Consent to Common Representation Notwithstanding Conflicts Respecting Other Matters

You consent and agree that the Firms will represent you and each Class Representative in connection with the Matter even though your interests involving another matter or matters (whether or not related to the Matter) are or may become materially and directly adverse to the interests of the other client.

C. Consent to Consideration of Class Members' Interests in Class Action

You consent and agree that the Firms will represent you as a Class Representative in connection with the Matter to act on behalf of the interests of all class members who are expected to be defined as participants in the Volunteer Police Pledge Fund. Each Class Representative has the same duty to protect the interests of the class as a whole. The Firms may from time to time seek input from the class members at large to get a sense of the level of support for certain actions, for instance any proposed settlement terms. You agree that the Firms can impartially undertake concurrent discussions with the class members at large, after discussion and with your approval, without any adverse effect on the other responsibilities the Firms have to the Class Representatives as clients. Our retention by you on the Matter confirms that you do not consider such concurrent discussions with class members on related matters to be inappropriate and reflects your consent to any such present or future discussions with the class members at large.

There is always a potential for conflicts of interest to arise when a lawyer represents more than a single client in a lawsuit. At the present time, the Firms are not aware of facts or circumstances making it reasonably likely that an actual conflict of interest might develop between You and other potential Class Representatives or between you and the potential or certified class in this case.

Likewise, you have not brought to the Firms' attention any facts or matters that suggest that any conflict of interest exists or might arise in the future. However, the risk is always present, and currently unforeseen conflicts could potentially arise in the future.

The Firms owe a duty of loyalty to each of their clients and to the potential or certified class. The duty of loyalty requires the Firms to act in each client's best interest, and in the best interest of the potential or certified class as a whole. The Firms cannot give legal advice to one client that might be detrimental to the other client. Nor can the Firms represent one client in a disagreement with another client. If any of these circumstances arise, and in the absence of further client consent, the Firms may be required to withdraw from the representation of you and you would be required to obtain independent legal counsel.

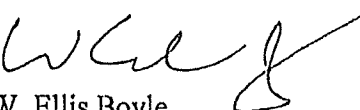
E. Conflict Arising Out of the Matter; No Disqualification

If a dispute should arise out of the Matter between you and the class members at large, you consent and agree that the Firms may continue to represent you in connection with the Matter. If you decide to change counsel for any reason, you agree that you will not seek to disqualify the Firms from continuing to represent other clients in the Matter.

Acknowledgement

Once you have read, understood, and are in agreement with the terms of our engagement as outlined above and in the attachment, please sign and return a copy of this letter. By signing and executing this agreement, you acknowledge that you had the opportunity to consult with counsel (other than the Firms) in reviewing and agreeing to this agreement. The Firms cannot begin to represent you until we have received the signed confirmation of our engagement. Again, we are pleased to have the opportunity to work with you. Please call if you have any questions.

Very truly yours,


W. Ellis Boyle
Knott and Boyle

The foregoing engagement letter and attachment accurately state the terms of our contract for legal services with Knott & Boyle and Taylor & Taylor to represent me as a Class Representative in connection with the Matter and under the circumstances described above, and this confirms waiver of any existing conflicts and waiver of future conflicts as described in the preceding letter.


Mark Michalec

Date: 10.16.2020

Scott Shipman

Date: _____

Robert Wright

Date: _____

EXHIBIT 3

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

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

V.

CITY OF CHARLOTTE

Defendant.

Defendant.

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
21-CVS-4063

**DECLARATION OF PAUL
MULHOLLAND**

I, Paul Mulholland, declare:

1. I submit this declaration to provide the Court with information regarding administrative services and costs in this matter. I am over 21 years of age and am not a party to this action.

2. I am a Certified Public Accountant (inactive) and president of Strategic Claims Services (“SCS”). I have over thirty years of experience specializing in litigation support services principally in the area of administration of securities class action settlements. SCS has administered over five hundred class action settlements. I have also testified as an expert witness in class action matters.¹ At the request of Plaintiffs’ counsel, Daniel R. Taylor, Jr. (“Taylor”), I am providing this declaration to give the Court and the Parties to the above-captioned action

¹ Attached as Exhibit A is my curriculum vitae.

information about the procedures and methods that will be used to provide (i) notice of the proposed Settlement to Charlotte Mecklenburg Police Department employees and former employees who make up the Settlement Class, and (ii) the administration and distribution of the Settlement Fund. I make this declaration based on personal knowledge, and if called to testify, I could and would do so.

3. SCS was retained by Taylor, on behalf of the Plaintiffs, subject to Court approval, to provide notice and administration services in the above-captioned action. The proposed Settlement Class consists of any Charlotte-Mecklenburg Police Department employee who had a payroll deduction from their paycheck to participate in the Charlotte Mecklenburg Voluntary Police Pledge Fund ("Pledge Fund") on or after March 16, 2011, and who did not receive a payout from the Pledge Fund upon a qualifying separating event from the Pledge Fund.

4. The proposed notice plan in this matter uses procedures that SCS has used many times and have been designed to provide direct mail notification and/or electronic mail notification when requisite email addresses are available to each Charlotte-Mecklenburg Police Department employee or former employee who is a member of the Settlement Class ("Class Members") and who can be identified with reasonable effort. All persons and entities identified as potential Class Members will be mailed a Notice To Class Members.² If email addresses are available SCS will also email the Notice To Class Members to potential Class Members. SCS will establish a website, www.strategicclaims.net/CityofCharlotte/, where Class Members can access all applicable settlement documents, complaints, Court filings and contact information.

5. Details of the complete proposed notice plan are outlined below.

6. If SCS is appointed by the Court as Class Administrator, and subject to the Court's approval of the notice plan set forth in the [Proposed] Order on Plaintiffs' Motion For Preliminary Approval of Class Settlement, Appointment of Class Administrator, and Approval of Class Notice Plan ("Preliminary Approval Order"), SCS will, after cleanup and deduplication, initially send a

² Attached as Exhibit B is a copy of the proposed Notice to Class Members.

copy of the Notice To Class Members by First-Class Mail to all persons identified as potential Class Members by the City of Charlotte.

7. SCS will promptly email a Notice To Class Members if email addresses are available. Each of these requests will be completed in a timely manner pursuant to the Preliminary Approval Order.

8. All name and address data obtained by SCS from the City of Charlotte will be reviewed to identify and eliminate exact name and address duplicates and incomplete data prior to mailing or emailing. Any Notice To Class Members that is returned as undeliverable mail will be reviewed to determine if an alternative or updated address is available from the Postal Service and skip-tracing. SCS will re-mail to the updated or alternative address.

9. Throughout the notification and claims processing period, SCS will maintain a toll-free number to field potential Class Members' inquiries. SCS will also maintain a settlement website, www.strategicclaims.net/CITYOFCHARLOTTE/, where key documents will be posted including the Memorandum of Settlement, the Notice To Class Members, and the executed Preliminary Approval Order. The website will also provide an overview of the case and proposed Settlement and highlight important dates, including the date of the final approval hearing. If there are any modifications to the time and/or date of the final approval hearing, SCS will update the website accordingly. All posted documents will be available for download from the website.

10. In addition to the proposed notice plan, SCS will, at a minimum, provide the following additional administrative services: (1) assist in preparing the Plan of Allocation; (2) set-up a Class database, phone system, and frequently asked questions protocol; (3) review and process all opt-out requests; (4) update the Class database to include updated addresses and other updated information regarding Class Members; (5) handle and respond to all phone call questions regarding this Settlement; (6) respond to all other questions via emails, letters and other correspondence from Class Members; (7) set up an escrow account and handle all banking matters related to the administration process; (8) process all undeliverable Notice To Class Members mailings and re-mail notices if forwarding addresses are provided; (9) prepare a notice and mailing declaration;

(10) cut, mail and process distribution checks; (11) process all undeliverable check mailings and re-mail checks if forwarding addresses are provided; (12) skip trace all other undeliverable check mailings and re-mail if updated addresses are provided; (13) re-issue checks for lost checks, changes in name, or other valid changes requiring a new check subject to verification by SCS; (14) perform monthly bank reconciliations and handling of all other post distribution matters; (15) provide accounting and periodic status reports; (16) prepare additional declarations as required by the Court throughout the administrative process; (17) provide status reports to counsel.

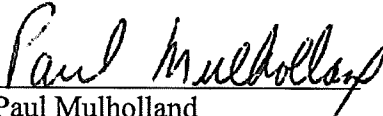
11. Subject to the Court's approval, SCS suggests the time line attached as Exhibit C for required notices and other activities.

12. Based on the above assumptions, SCS estimates the total administration costs in this matter will range from \$25,000 to \$50,000³ or approximately 1.15% to 2.3% of the Settlement Amount plus the approximately \$174,000 currently held by the permanent receiver F. Lane Williamson in *Graue et. al. v. The Charlotte-Mecklenburg Voluntary Police Pledge Fund*, 19-CVS-13137 (Mecklenburg County) which should be included in the funds to be distributed.

13. Subject to Court approval, SCS is requesting a retainer of \$10,000 to cover the initial anticipated costs.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 11th day of November 2022, in Media, Pennsylvania.


Paul Mulholland

³ The time involved and as a result the cost of the administrative services often depends on the quality of the information and cooperation received from the defendant. I understand that the requisite information is readily available for deductions taken from Class Members subsequent to January 1, 2001, but serious questions exist relative to the availability of deductions taken prior to January 1, 2001 from Class members who are experienced deductions prior to January 1, 2001. The Class Administrator needs the full cooperation of the City of Charlotte to administer the distribution process in an efficient and cost effective manner.

EXHIBIT A

PAUL MULHOLLAND (CURRICULUM VITAE)

Mr. Mulholland is the President and founder of Strategic Claims Services (SCS) in April of 1999. SCS is a litigation support firm specializing in the administration of class action cases. SCS has administered over 600 class action settlements involving the distribution of over \$3 billion in settlement/judgment funds, and the management of more than 3.5 million claims with mailings of notices to over 33 million potential class members. The Company also specializes in the preparation and compliance of federal and state income taxes for Qualified Settlement Funds. For more information on SCS visit its website at www.strategicclaims.net. Mr. Mulholland has been a testifying expert in all aspects of notice and claims administration in federal and state courts throughout the United States and Canada.

From 1992 to 1999, Mr. Mulholland was Senior Vice President of Valley Forge Administrative Services, Inc. Mr. Mulholland was responsible for overseeing all aspects preparation of damage/expert reports in class action matters and for claims processing and administration of class action settlements. He also was responsible for areas of federal and state income taxes for settlement funds and for compliance with all treasury regulations.

From 1986 to 1992, Mr. Mulholland was Chief Financial Officer of Terramics Property Company, a Philadelphia-based regional commercial real estate company with a \$150 million real estate portfolio. He was responsible for asset management, financial reporting, budgets, bank and investor liaison, debt restructurings, refinancings, contract negotiations, tax matters, treasury functions and cash management.

From 1984 to 1986, Mr. Mulholland was Chief Financial Officer of American Health Systems, Inc., a \$40 million (revenue) nursing home management company, and was responsible for financial reporting, taxation, budgeting, cash management, cost containment, risk management and regulatory reporting.

From 1980 to 1984, Mr. Mulholland was employed at Coopers & Lybrand. He planned and directed audit engagements in a variety of industries, including preparation of financial statements, SEC reporting, and evaluation of internal accounting systems and supervision of staff accountants.

Mr. Mulholland holds a BS in Accounting from Wheeling Jesuit University and is a Certified Public Accountant (inactive). He serves on several advisory boards and board of directors for several companies in the Philadelphia area. Mr. Mulholland was an adjunct professor of accounting and finance at Neumann University located in Aston, PA.

PAUL MULHOLLAND, CPA
EXPERT TESTIMONY AND DEPOSITIONS

Expert Testimony:

Celia L. Hale., et al., v. Wal-Mart Stores, Inc
Jackson County, Missouri
Case No. 01-CV-218710 (Division 1)

June 2008

Jitendra V. Singh v. vCustomer Corporation, et al.
Eastern District of Pennsylvania
Civil Action No. 03-4439

June 2004

Barter v. Southmoore Golf Associates
(Common Pleas of Northhampton County (No. 199-C-1815)

March 21, 2000 and
March 22, 2000

Pearl and Hoffman v. Geriatric & Medical Center, Inc (Eastern
District of Pennsylvania (No.92-CV-5113 and No.93-CV-2129)

March 1995

Depositions:

Fosamax Products
Liability Litigation No. 1:06-MD-1789 (JFK)
(MDL No. 1789)
USDC for the Southern District of New York

June 14, 2007

Aredia and Zometa Products
Liability Litigation No. 3:06-MD-1760
(MDL No. 1760)
USDC for the Middle District of Tennessee
at Nashville

May 31, 2007

Jitendra V. Singh v. vCustomer Corporation, et al.
Eastern District of Pennsylvania
Civil Action No. 03-4439

June 2004

In Re: Curative Health Services, Inc. Securities Litigation
(Master File No. CV99-2074) United States District Court
Eastern District of New York

February 2002

Pearl and Hoffman v. Geriatric & Medical Center, Inc (Eastern
District of Pennsylvania (No.92-CV-5113 and No.93-CV-2129)

January 1995

Mediation Presentation:

Alibaba Group Holding Limited Securities Litigation
Civil Action 1:15-md-02361 (CN)
USDC Southern District of New York
Mediation Presentation to Honorable Layne R Phillips

March 2019

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.)

NOTICE TO CLASS MEMBERS.

**PLEASE READ THIS NOTICE
CAREFULLY.**

**A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A
LAWYER.**

**THIS IS TO NOTIFY YOU THAT THE ABOVE-CAPTIONED ACTION
HAS BEEN CERTIFIED AS A CLASS ACTION.**

**YOU HAVE BEEN IDENTIFIED AS A MEMBER OF A CLASS ACTION LAWSUIT
AGAINST THE CITY OF CHARLOTTE.**

THIS CLASS ACTION HAS BEEN SETTLED AND MAY AFFECT YOUR RIGHTS.

YOU ARE NOT BEING SUED!

YOU ARE ENTITLED TO RECEIVE BENEFITS UNDER THE PROPOSED SETTLEMENT.

A class action law suit was brought by Plaintiffs Robert Wright, Mark Michalec, and Scott Shipman (“Plaintiffs”) against the City of Charlotte seeking money damages. The case has been assigned to the Honorable R. Gregory Horne. Judge Horne certified this matter as a class action on _____, 2022. The parties have reached a Settlement Agreement and Judge Horne has directed that this Notice be provided to you to inform you of your rights in the proposed Settlement as a member of the Class.

You should read the entire Notice carefully because your legal rights are affected whether you act or not.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<p>YOU CAN DO NOTHING AND REMAIN A CLASS MEMBER AND RECEIVE BENEFITS UNDER THE SETTLEMENT.</p>	<p>You can stay in this lawsuit as a Class member and receive the benefits of the Settlement.</p> <p>This Settlement offers benefits to members of the Class in the form of a monetary payment reflecting a portion of the amount of the Settlement Fund. The Settlement Fund totals approximately \$2,174,000 of which \$1,999,000 will be paid by Defendant City of Charlotte and approximately \$174,000 which should be received from funds previously deducted from class members pay by Defendants but have yet to be distributed and are the subject of the Graue et al. v. Charlotte Mecklenburg Volunteer Police Pledge Fund 19-CVS-13137 (Mecklenburg County).</p> <p>Each Class Member will receive an amount of the Settlement Fund after the deduction of attorneys' fees, costs, and expenses based on a calculation to be performed by the Settlement Administrator. The calculation will be based on the best employment and payroll deductions data believed to be available, such that each Class Member should receive his or her pro-rata share of the Settlement Fund based on the deductions experienced after payment of attorneys' fees, costs of litigation, and notice and settlement administration.</p> <p>By doing nothing, you remain a Class Member and can get your share of the Settlement benefits in the form of monetary payment. But, if you remain a class member in this case, you give up any rights to sue the City of Charlotte separately for the same legal claims in this lawsuit. In other words, you can remain a member of this class action suit and receive the benefits of the Settlement of this case OR you can bring a suit on your own, separately, but you cannot do both.</p> <p>By doing nothing, you remain a member of the Class and will receive a check through the United States Postal Service, first class, in the amount of your share of the Settlement proceeds.</p>
<p>YOU CAN ASK TO BE EXCLUDED AND NOT BE A CLASS MEMBER.</p>	<p>You can get out of this lawsuit. This is called "opting-out."</p> <p>If you ask to be excluded or "opt out," you get no benefits or money from this Settlement. You keep your rights to sue the City of Charlotte on your own but have to do so at your own expense and you must do so promptly. If you ask to be excluded or "opt out" you will not share in any money to be awarded.</p> <p>You will get no money from the Class Action if you opt out. But you keep any rights to sue the City of Charlotte about the same legal claims in this lawsuit. If you choose to sue on your own, you should act soon because the statute of limitations may bar your claim.</p> <p>See page __, item 8 for further instructions.</p>

<p>YOU CAN OBJECT TO THE SETTLEMENT.</p>	<p>You can file a written objection to the proposed Settlement to voice your opposition to the Settlement. You cannot both exclude yourself and object to the proposed Settlement.</p> <p>See page __, item 13 for further instructions.</p>
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BASIC INFORMATION

1. Why did I get this notice?

The City of Charlotte records show that on or after March 16, 2011 (“Class Period”) you were employed at the Charlotte-Mecklenburg Police Department, had a payroll deduction from your paycheck to participate in the Charlotte-Mecklenburg Voluntary Police Pledge Fund (“Pledge Fund”), and did not receive a payout from the Pledge Fund upon a qualifying separating event. This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you and that the parties have reached a Settlement. You have legal rights and options that you may exercise before the Court determines whether to give final approval to the Settlement. Judge R. Gregory Horne is overseeing this class action. The lawsuit is known as *Wright et al. v. The City of Charlotte* and identified as 21-CVS-4063 (Mecklenburg County). The City of Charlotte has identified you as a class member.

YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE CLASS. You will remain a member of the Class and be entitled to your share of the benefits under the Settlement unless you exclude yourself.

You are a member of the Class if:

- 1) If you were a Charlotte-Mecklenburg employee and had a payroll deduction taken from your paycheck to participate in the Pledge Fund on or after March 16, 2011; AND
- 2) You did not receive a payout from the Pledge Fund upon a qualifying separating event from the Pledge Fund.

2. What is this lawsuit about?

The Plaintiffs participated in the Pledge Fund and had \$5.00 deducted from their weekly salary as needed to meet the obligations of the Pledge Fund based on the trust, confidence, and strong recommendations of employees of the City of Charlotte and based on the belief that the North Carolina General Assembly had authorized the City of Charlotte to administer the Pledge Fund.

Plaintiffs contend that the Pledge Fund was sponsored, approved, and administered by the City of Charlotte, and it was presented to newly hired Police Department employees to be (a) a good employee benefit which would return to the participant upon vesting more money than he or she had been paid into it, (b) a vehicle by which they could support more senior police officers or department employees, and (c)

a vehicle by which they would be supported by subsequently enrolled participants. Plaintiffs further contend that the City of Charlotte had not been authorized by the North Carolina General Assembly to approve and administer the Pledge Fund.

Plaintiffs contend that the Pledge Fund was not sustainable and would and did ultimately fail.

The City of Charlotte has denied the essential allegations of Plaintiffs' claims and all liability, but the parties have now agreed to settle the lawsuit, and this Settlement provides you with benefits.

3. What is a class action and who is involved?

In a class action, one or more people called "Plaintiffs" (in this case, Robert Wright, Mark Michalec, and Scott Shipman) sue on behalf of other people who have similar claims. The people together are a "Class" or are "Class Members." The Plaintiffs and the Class Members are called the Class. The City of Charlotte is called the Defendant. The Court that allowed this matter to be a Class Action will resolve the issues for everyone in the Class – except for those people who ask to be excluded from the Class by "opting out."

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action because it meets the requirements of Rule 23 of the North Carolina Rule of Civil Procedure, which governs class action law suits in North Carolina state court.

Specifically, the Court found that over a thousand individuals employed by the Charlotte-Mecklenburg Police Department were affected by common legal and factual issues. The Court further found that the common legal and factual issues were more important than the issues that affect only individuals. Finally, the Court found that the class action will be more efficient than having many individual lawsuits because of the common issues.

5. What Does the Proposed Settlement Provide?

The proposed Settlement provides for a monetary payment in the amount of one million and nine hundred ninety-nine thousand dollars (\$1,999,000) to be contributed by the City of Charlotte which when augmented by approximately one hundred seventy-four thousand dollars (\$174,000) creates a Settlement Fund in the amount of approximately two million one hundred seventy three thousand dollars (\$2,173,000).

If the Settlement is approved and approximately one hundred seventy-four thousand dollars (\$174,000) is received from the *Graue et al. v. Charlotte-Mecklenburg Volunteer Pledge Fund*, approximately two million one hundred seventy three dollars (\$2,173,000), net of attorney's fees and expenses, will be distributed to the Class Members pro-rata based on the deductions experienced. If this proposed Settlement is approved by the Court, you will receive a check for your share of the monetary payment.

6. Has the Court decided who is right?

The Court has not decided whether the Plaintiffs or the Defendant is correct. By preliminarily approving the Settlement and ordering the issuance of this Notice, the Court is not suggesting that the Plaintiffs would win or lose this case if it were not settled. The Court will only decide whether to approve the proposed Settlement and whether it is fair and reasonable.

YOUR RIGHTS AND OPTIONS

You have to decide **NOW** whether to stay in the Class or ask to be excluded by opting out.

7. What happens if I do nothing?

You do not have to do anything now if you want to remain a Class Member and receive your share of the proposed Settlement Fund. By doing nothing, you remain a Class Member. By being a Class Member, you will be legally bound by the Final Judgment the Court makes in this case and will give up your right to sue the City of Charlotte for damages or other relief resulting from the claims at issue in this lawsuit.

8. What if I do not want to be a Class Member?

If you want to be excluded from the Class, you will have to send an “**Exclusion Request**” in the form of a letter sent by the United States Postal Service, clearly stating that you want to be excluded from *Wright v. City of Charlotte*. Be sure to include your name and address and sign the letter. The words “**Wright v. City of Charlotte Exclusion**” must be included in the address on the envelope as shown below. You must mail your Exclusion Request so that it is received no later than _____, 2023 to:

Wright v. City of Charlotte Exclusion

c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court decided that Daniel R. Taylor, Jr. and E. Winslow Taylor of Taylor & Taylor, Attorneys at Law, PLLC and W. Ellis Boyle of Knott & Boyle, PLLC are the lawyers appointed to represent you and all Class Members. The lawyers are called Class Counsel. They are experienced in handling similar cases. They can be contacted at the following address:

Daniel R. Taylor, Jr.
E. Winslow Taylor
Taylor & Taylor Attorneys at Law PLLC
418 N. Marshall Street, Suite 204
Winston-Salem, NC 27101

W. Ellis Boyle
Knott & Boyle, PLLC
4800 Six Forks Road, Suite 100
Raleigh, NC 27609

You can also contact your lawyers at ellis@knottboyle.com or stephanie@knottboyle.com.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to have your own attorney, you have the right to do so. You will have to pay that lawyer.

11. How will the lawyers be paid?

Since the lawsuit started on March 16, 2021, Class Counsel have devoted substantial resources and expenditures in pursuing claims on behalf of the Class purely on a contingent fee basis. Class Counsel have received no fees or other compensation for their services or reimbursement to date. Class Counsel will ask the Court for an award of fees and expenses out of the Settlement. You will not have to pay these fees and expenses. The engagement agreement provides that Class Counsel recover 33.3% of all moneys recovered which in this instance is approximately \$723,610. As part of the proposed Settlement, Class Counsel will ask the Court to approve an amount of attorneys' fees of \$600,000 of the Settlement Fund (which is thirty percent (30%) of the funds contributed by the City of Charlotte or twenty-seven point six percent (27.6) of two million one hundred seventy three thousand dollars (\$2,173,000) to be received from Charlotte and the Graue case) and reimbursement of expenses not to exceed \$75,000 dollars.

If you choose to be represented by your own attorney, you will have to pay for that yourself. If the Court grants Class Counsel's request, the fees, and expenses would be deducted from the monetary relief obtained for the Class.

12. Dismissal with Prejudice and Release of Claims

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the litigation with prejudice as to all claims against Defendant. Defendant will also receive a release and discharge of all claims, demands, actions, suits and/or causes of action that were brought or could have been brought, known or unknown, arising out of or related to any of the facts alleged in the Class Action complaint, whether based on federal or state law, relating to deductions for the Pledge Fund provided during the period on or after March 16, 2011 with no payouts upon a separating event from the Pledge Fund.

13. How do I object to the Settlement?

If you want to object to the proposed Settlement, you must submit your objection in writing, stating that you object to the Settlement of *Wright, et al. v. City of Charlotte*. Your written objection must include your name, address, and the specific reasons you object to the proposed Settlement. You must also submit copies of any documents you wish to support your objection. You must sign your written objection and then submit it via U.S. Mail to the Settlement Administrator at the following address, received no later than _____, 2023:

Wright v. City of Charlotte
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

If you submit a written objection in accordance with the above requirements, then you have the right to appear and be heard on your objection at the Fairness Hearing, which is discussed in detail below. You may appear personally or through your attorney at the Fairness Hearing and you may present any evidence or argument that is proper and relevant to your written objection. You will only be permitted to be heard on those matters set forth in your written objection if you state in your objection that you wish to appear at the Fairness Hearing.

If you do not submit an objection in accordance with the above requirements, you will not be treated as having filed a valid objection to the proposed Settlement and will not have the right to appear and be heard at the Fairness Hearing.

If you hire an attorney for the purpose of objecting to any aspect of the proposed Settlement, the attorney must file an entry of appearance with the Clerk of Court, Mecklenburg County, North Carolina no later than _____, 2023 and send a copy of such entry of appearance to the above address by U.S. Mail postmarked no later than _____, 2023.

You cannot file an objection if you exclude yourself from the Class by opting-out.

14. The Court's Fairness Hearing

The Court will hold a fairness hearing on _____, 2023 at __:__ .m. at the _____ . At the hearing, the Court will decide whether to approve the proposed Settlement and approve the request for attorney's fees and reimbursement of expenses. If objections have been timely received, the Court will consider them at this time. You may attend the Fairness Hearing and if you submitted an objection in accordance with the above requirements, then you have the right to be heard on your objection. You are not required to attend the Fairness Hearing.

ADDITIONAL INFORMATION

You may also write to the Settlement Administrator at the following address:

Wright v. City of Charlotte
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

A website was created for this Settlement containing all the important documents for the Settlement. If you wish to view these documents, or if you would like to update your address, please visit www.strategicclaims.net/_____/.

Please do not contact the City of Charlotte or the Charlotte-Mecklenburg Police Department with questions about the Settlement or the amount of money you may receive.

Contact Class Counsel at Ellis @knottboyle.com.

Remember **DO NOT CONTACT THE COURT**. Personnel there are not able to provide you with information about this case.

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Wright v. City of Charlotte
c/o Strategic Claims Services
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IMPORTANT LEGAL NOTICE – PLEASE FORWARD

EXHIBIT C

Wright et. al. V. City of Charlotte, 21 CVS 4063 (Mecklenburg County)

Suggested Settlement Timeline (11.9.2022)

1. Start Date - Order on preliminary approval of class settlement, and approval of Class Administrator and Notice Plan.
2. Notices Mailed - 15 days after execution of Order (items 1 above) **or** after receipt of appropriate class address information as determined by Class Administrator whichever is later. **Class Administrator to advise.**
3. Exclusion & Objection notifications to be received NLT 45 days after Notices mailed (item 2 above).
4. Plaintiffs Memo in support of proposed final approval of settlement due NLT 60 days after Notices mailed (item 2 above).
5. Hearing on plaintiffs' motion for final approval of settlement and disbursement of \$1,999,000 settlement proceeds to Class Administrator to be determined by Court.
6. Plaintiffs move to intervene in Graue action and seek transfer for Graue funds to Class Administrator within 15 days following Order approving class settlement.
7. Within 15 days of receipt of Graue funds, Plaintiffs file their motion for attorney fees, expenses, and approval of Class Administer fee.
8. 30 days after Order on plaintiffs' motion for attorneys fees, payment of expense, and Class Administrator's fee, Plaintiffs move the court to enter order instructing Class Administrator to disburse funds, to disburse to Plaintiffs' counsel approved attorneys' fees, expenses and to disburse Class Administrator fee.
7. Upon determination by Class Administrator that all possible funds have been distributed, Plaintiffs move the court for disbursement of residual funds to appropriate charity selected by Chief of Charlotte Mecklenburg Police Department.
8. Class Administrator through Class Counsel advise the Court that all funds have been distributed and thereafter Court dismiss case.