

Cause No. 1-95-107

GEORGE G. PARKER, JOE M. GUNN,	§	IN THE DISTRICT COURT
STEPHEN W. TOTH, NATHAN L.	§	
TRAMMELL AND TODD A. STRATMAN,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

Cause No. 1-95-506

DAVID S. MARTIN, JAMES A.	§	IN THE DISTRICT COURT
BRADDOCK, OBIE CARTMILL, ROBERT	§	
DALE MARTIN AND O.J. (JAY) ADAIR,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this 29th day of August, 2018, among Plaintiffs George G. Parker, Joe M. Gunn, Stephen W. Toth, Nathan L. Trammell and Todd A. Stratman (on behalf of themselves and each of the Class Members in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 in the 382nd District Court of Rockwall County, Texas), Plaintiffs David S. Martin, James A. Braddock, Obie Cartmill, Robert Dale Martin and O.J. (Jay) Adair (on behalf of themselves and each of the Class Members in *David S.*

of Dallas, Cause No. 1-95-506 in the 382nd District Court of Rockwall County, Texas), Defendant the City of Dallas, Intervenor Dallas Police and Fire Pension System, and Third-Party Defendants, Mike Rawlings, Scott Griggs, Adam Medrano, Casey Thomas II, Carolyn King Arnold, Rickey D. Callahan, Monica R. Alonzo, Tiffinni A. Young, Erik Wilson, Mark Clayton, B. Adam McGough, Lee Kleinman, Sandy Greyson, Jennifer S. Gates, Philip T. Kingston, and A.C. Gonzalez for the mutual consideration and purposes expressed herein. This Agreement is intended by the Parties (as defined below) to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below) upon and subject to the terms and conditions herein.

I. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

1.1 “Agreement” shall have the meaning set forth in the introductory paragraph of this document.

1.2 “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Agreement and approved by the Court.

1.3 “Bonds” means the refunding bonds issued by the City to fund the Settlement Amount.

1.4 “Bond Covenants” means the covenants that are required in connection with the issuance of the Bonds.

1.5 “City” or “Defendant” means the City of Dallas, a Texas municipal corporation, and its current and former City Council members, representatives, officials, officers, employees, agents, boards, commissions, departments, attorneys, and anyone acting by or for it or them.

1.6 “City Officials” mean any current or former City councilmembers, mayors, and city managers, including but not limited to Third-Party Defendants Mike Rawlings, Scott Griggs, Adam Medrano, Casey Thomas II, Carolyn King Arnold, Rickey D. Callahan, Monica R. Alonzo, Tiffinni A. Young, Erik Wilson, Mark Clayton, B. Adam McGough, Lee Kleinman, Sandy Greyson, Jennifer S. Gates, Philip T. Kingston, and A.C. Gonzalez, and their representatives, agents, attorneys, and anyone acting by or for them.

1.7 “Class Certification Orders” means the *Order Certifying Class* signed by the Court on August 17, 1995 in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 and the *Order Certifying Class* signed by the Court on July 22, 1996 in *David S. Martin et al. v. City of Dallas*, Cause No. 1-95-506.

1.8 “Class Counsel” means Ted B. Lyon & Associates, P.C., Lyon, Gorsky & Gilbert, LLP, and Robert Lyon & Associates.

1.9 “Class Distribution Order” means the first order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to the Authorized Claimants.

1.10 “Classes” or “Certified Classes” mean the Police Class and Fire Class collectively.

1.11 “Claimant” means any Class Member who files a Claim Form in such form and manner, and within such time, as the Court shall prescribe.

1.12 “Claim” means any and all manner of claims, including Unknown Claims as defined in ¶1.48, released by this Agreement.

1.13 “Claims Administrator” means Matthew Frazier of Archer Systems, LLC, the third-party claims administrator who has been selected by Class Counsel and approved by counsel for the City and the Court, and any successor claims administrator in the event

Mathew Frazier of Archer Systems, LLC can no longer serve as claims administrator and the successor claims administrator shall be selected by Class Counsel and approved by counsel for the City (which approval will not be unreasonable withheld) and the Court.

1.14 “Claim Form” shall have the meaning set forth in ¶3.1 of this Agreement and attached as **Exhibit A** entitled *Proof of Claim, Acknowledgements, and Release of Claims*.

1.15 “Class Member” means a Person who falls within the definition of one of the Certified Classes.

1.16 “Class Period” means the period of time between March 22, 1991, through September 1, 2016, for the Police Class and November 28, 1991, through September 1, 2016, for the Fire Class.

1.17 “Court” means the 382nd Judicial District Court in Rockwall County, Texas.

1.18 “DPFPS” or “Intervenor” means Intervenor Dallas Police & Fire Pension System and its current and former members, representatives, officials, officers, employees, agents, boards, commissions, departments, attorneys, and anyone acting by or for it or them.

1.19 “Effective Date” means the date by which all the events and conditions specified in ¶7.1 of this Agreement have been met and have occurred.

1.20 “Fee and Expense Application” shall have the meaning set forth in ¶6.1 of this Agreement.

1.21 “Fee and Expense Award” shall have the meaning set forth in ¶5.2 of this Agreement.

1.22 “Final” means when the last of the following with respect to the Judgment shall have occurred: (i) the expiration of the time to file a motion to alter or amend the Judgment under Texas Rules of Civil Procedure has passed without any such motion having been filed; (ii) the

expiration of the time in which to appeal the Judgment has passed without any appeal having been taken, which date shall be deemed to be thirty (30) days following the entry of the Judgment, unless the date to take such an appeal shall have been extended by Court order or otherwise, or unless the 30th day falls on a weekend or a Court holiday, in which case the date for purposes of this Agreement shall be deemed to be the next business day after such 30th day; and (iii) if such motion to alter or amend or for reconsideration is filed, or if an appeal is taken, the determination of that motion or that appeal in such a manner that affirms and leaves in place the Judgment without any material modification substantially in accordance with the terms and conditions of this Agreement, and the time, if any, for commencing any further motion or appeal has expired. For purposes of this paragraph, an “appeal” shall include any petition for a review or other writ that may be filed in connection with approval or disapproval of this Agreement.

1.23 “Final Approval Hearing” shall have the meaning set forth in ¶3.2 of this Agreement.

1.24 “Fire Class” means all Persons (including, as to all such persons, their beneficiaries) who were employed as members of the sworn ranks of the Dallas Fire-Rescue Department f/k/a Dallas Fire Department (the “Dallas Fire-Rescue Department”) from November 28, 1991 through September 1, 2016. Excluded from the Fire Class definition are those Persons who were plaintiffs in the Related Cases. Also excluded from the Fire Class definition are those Persons who timely and validly requested exclusion from the Fire Class in 1996. Also excluded from the Fire Class definition are those Persons who timely and validly requested exclusion from the Fire Class pursuant to the Notice.

1.25 “Incentive Compensation Award” means one hundred thousand dollars from the Settlement Fund.

1.26 “Judgment” means the final order and judgment approving the Settlement and dismissing DPFPS’ claims with prejudice against the City Officials, to be entered by the Court substantially in the form attached as **Exhibit B** entitled *Agreed Final Judgment*. The Judgment shall, among other things:

(a) find that the Court has subject matter jurisdiction to approve the Agreement and enter the Judgment;

(b) approve the Agreement as fair, reasonable and adequate as to, and in the best interests of, the Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on the Parties related to the Released Claims;

(c) find that Plaintiffs are not entitled to attorneys’ fees, interest, fees or costs to any Party except as provided for in this Agreement;

(d) incorporate the release set forth herein and forever discharge the Released Parties as set forth herein;

(e) permanently bar and enjoin all Class Members who have not opted out from appealing, filing, commencing, prosecuting, intervening in or participating in, any lawsuits or other action in any jurisdiction based on the Released Claims; and

(f) incorporate any other provisions as the Court or any of the Parties deem necessary and just.

1.27 “Lawsuits” mean the following lawsuits currently pending in the 382nd District Court of Rockwall County, Texas: *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 and *David S. Martin et al. v. City of Dallas*, Cause No. 1-95-506.

1.28 “Litigation Expenses” means those costs and expenses the Court determines were reasonably and necessarily incurred by Class Counsel in order to prosecute the Lawsuits.

1.29 “Net Settlement Fund” means the balance of the Settlement Fund after the payment of items (a) through (b) of ¶5.2 of this Agreement.

1.30 “Notice” shall have the meaning set forth in ¶3.1 of this Agreement and attached as **Exhibit C** entitled *Notice of Pendency of Class Actions and Proposed Settlement, Motion for Attorneys’ Fees and Settlement Hearing*.

1.31 “Ordinance” means Dallas Ordinance No. 16084, which adopted the Referendum.

1.32 “Parties” means the Plaintiffs (on behalf of themselves and each of the Class Members), the City, the City Officials, and DPFPS.

1.33 “Person” means an individual, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, and any entity, including any legal entity, and, as to each of the foregoing, their spouses, heirs, predecessors, successors, representatives, or assignees.

1.34 “Plaintiffs” mean Class Representatives George G. Parker, Joe M. Gunn, Stephen W. Toth, Nathan L. Trammell and Todd A. Stratman (on behalf of themselves and each of the Class Members in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 in the 382nd District Court of Rockwall County, Texas) and Class Representatives David S. Martin, James A. Braddock, Obie Cartmill, Robert Dale Martin and O.J. (Jay) Adair (on behalf of themselves and each of the Class Members in *David S. Martin et al. v. City of Dallas*, Cause No. 1-95-506 in the 382nd District Court of Rockwall County, Texas).

1.35 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund proposed by Class Counsel and approved by the Court and set forth in the Notice, whereby the Settlement Fund shall be distributed to Authorized Claimants after the expiration of all applicable time periods in this Agreement and described in the Notice.

1.36 “Police Class” means all Persons (including, as to all such persons, their beneficiaries) who were employed as members of the sworn ranks of the Dallas Police Department from March 22, 1991 through September 1, 2016. Excluded from the Police Class definition are those Persons who were plaintiffs in the Related Cases. Also excluded from the Police Class definition are those Persons who timely and validly requested exclusion from the Police Class in 1995. Also excluded from the Police Class definition are those Persons who timely and validly requested exclusion from the Police Class pursuant to the Notice.

1.37 “Preliminary Approval Order” means the preliminary order issued by the Court for mailing and publication as defined in ¶3.1 of this Agreement and substantially in the form attached as **Exhibit D**.

1.38 “Referendum” means the 1979 voter referendum that is the subject of the Lawsuits.

1.39 “Related Cases” mean the following lawsuits filed in the 199th District Court of Collin County, Texas: *Kenneth E. Albert et al. v. City of Dallas*, Cause No. 199-00697-94, *Anthony Arredondo et al. v. City of Dallas*, Cause No. 199-01743-99, *David L. Barber et al. v. City of Dallas*, Cause No. 199-00624-95 and *Kevin Michael Willis et al. v. City of Dallas*, Cause No. 199-00200-95.

1.40 “Released Claims” shall mean all claims released in Sections 4.1 through 4.8 of this Agreement, including but not limited to, any and all complaints, claims, third-party claims,

cross-claims, counterclaims, demands, liabilities, obligations, promises, agreements, controversies, actions, causes of action, suits, rights, damages, costs, losses, debts, charges, and expenses (including Unknown Claims and attorneys' fees, expert fees, and disbursements of counsel and other professionals) of any and every nature whatsoever, whether in law or in equity, whether arising under federal, state, local, or common law or any other law, rule, or regulation, whether currently known or unknown, suspected or unsuspected, foreseen or unforeseen, ripened or unripened, accrued or unaccrued, or matured or not matured, whether arising in equity or under the law of contract, tort, malpractice, statutory breach, or any other legal right or duty, whether direct, derivative, individual, representative, or in any other capacity, and to the fullest extent that the law permits their release in the Lawsuits, that Plaintiffs or Class Counsel, or any other member of the Certified Classes (a) asserted in the operative Petition or any other pleadings or briefs filed in the Lawsuits, (b) could have asserted from the beginning of time to the end of time in any forum that arise out of, relate to, are connected with, or are in any way based upon the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in the operative petition or any other pleadings or briefs filed by any party in either of the Lawsuits, the Parker and Martin Class Certification Orders, or (c) directly or indirectly arising from, growing out of, or related to the Referendum or the Ordinance.

1.41 "Released Persons" mean each and all of the City, the City Officials, and DPFPS.

1.42 "Settlement" means the settlement embodied in this Agreement.

1.43 "Settlement Account" means the account in which the Settlement Fund is deposited on a basis consistent with the Bond Covenants.

1.44 “Settlement Amount” means the sum of One Hundred Seventy-Three Million, Three Hundred Twelve Thousand, Five Hundred Dollars (\$173,312,500.00) in cash. The Settlement Amount represents the maximum amount of the City’s monetary obligations under this Agreement.

1.45 “Settlement Fund” means the Settlement Amount to be deposited into the Settlement Account, pursuant to this Agreement.

1.46 “Settling Parties” mean Plaintiffs (on behalf of themselves and the Class Members), the City, City Officials, and DPFPS, who have signed this Agreement by and through their respective counsel.

1.47 “Summary Notice” shall have the meaning set forth in ¶3.1 of this Agreement and attached as **Exhibit E**.

1.48 “Unknown Claims” means any and all Claims that any Plaintiff or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons that, if known, might have affected his, her, or its decision(s) with respect to this Agreement or any of the terms hereof, or might have affected the decision by any Class Member with respect to this Settlement, including not to object to this Settlement or not to opt out from the Class, including any and all Claims described in ¶4.1 of this Agreement.

II. LITIGATION

Plaintiffs’ Allegations.

Plaintiffs allege that the City violated the Ordinance by failing to maintain the percentage pay differentials in the pay schedules among the sworn ranks of the Dallas Police Department and Dallas Fire-Rescue Department in the late 1970s through the present.

Procedural History.

These are two of the longest running (if not the longest) class action lawsuits in U.S. history. The original petition in the Police Class was filed on March 22, 1995. The original petition in the Fire Class was filed on November 28, 1995.

As discovery was underway, Plaintiffs moved to certify the classes for all current and future sworn officers of the Dallas Police Department and Dallas Fire-Rescue Department. The City agreed. The *Order Certifying Class* in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 was signed by the Court on August 17, 1995. The *Order Certifying Class* in *David S. Martin et al. v. City of Dallas*, Cause No. 1-95-506 was signed by the Court on July 22, 1996.

Discovery began in 1995 and has continued up until the Lawsuits were abated during the pending appeal. The four Related Cases pending in Collin County, Texas are excluded from the Lawsuits. Those cases involve direct claims filed by approximately 1,680 sworn officers of the Dallas Police Department and Dallas Fire-Rescue Department against the City. The claims in the Related Cases are the same claims made in the Lawsuits. The Related Cases were filed by an attorney in Collin County who has since passed away. Several different law firms represented the 1,680 officers in the Related Cases. Each of the officers in the Related Cases contributed cash up front in 1994-1995 (over \$200 each) to cover costs of the litigation and remained obligated under their agreements to pay case expenses over the past twenty-five years. None of the Plaintiffs or Class Members were required to pay cash up front nor have they been obligated to fund the Lawsuits during the past twenty-five years because Class Counsel has continued to advance those costs. In recent years, in anticipation of trial, after multiple trips to various appeals courts, the Plaintiffs pursued data necessary to calculate Plaintiffs' alleged damages. Models were developed using millions of data points to calculate alleged pay differentials and losses.

The City has appealed pre-trial rulings in the Lawsuits on several occasions. With the most recent appeal, the Lawsuits at the trial court were stayed (no action could be taken other than actions in the appellate court). Most recently, the Lawsuits have been briefed in the Texas Supreme Court to consider whether the Lawsuits should be dismissed for want of jurisdiction in favor of the City. If the Texas Supreme Court grants review, there is a possibility the City would win that argument, in which case Plaintiffs and the Class Members would receive nothing. In the event that Plaintiffs prevail in this appeal, the Lawsuits would be remanded, eventually, to the trial court for trial. To date, there has never been a trial involving the Lawsuits or the Related Cases. In order to begin the process to settle the Lawsuits, the City filed a motion to abate the appeal and Class Counsel and counsel for DPFPS did not oppose the motion.

The City's denial of wrongdoing and liability.

The City has denied, and continues to deny, all claims and contentions alleged by Plaintiffs in the Lawsuits and maintains that it has meritorious defenses. The City has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged or that could have been alleged, in the Lawsuits. The City has also denied and continues to deny, *inter alia*, that the City engaged in any conduct that was subject to or violated the Referendum or the Ordinance, that Plaintiffs and the Classes have suffered damages, and that Plaintiffs and the Classes were harmed by the conduct alleged in the operative petitions.

Nonetheless, the City has concluded that the continuance of the Lawsuits would be protracted and expensive and has considered the uncertainty and risks inherent in any litigation (including serious financial consequences), especially in complex cases like the Lawsuits. The City has determined that it is desirable, beneficial, and in the best interests of the public to settle

the Lawsuits in the manner and upon the terms and conditions set for in this Agreement. As set forth below in ¶¶8.1-8.2 of this Agreement, neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement shall constitute an admission or finding of any wrongful conduct, act, or omission.

The City Officials' denial of wrongdoing and liability.

The City Officials' have denied, and continue to deny, all claims and contentions alleged by DPFPS in the Lawsuits and maintain that they have meritorious defenses. The City Officials have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged or that could have been alleged, in the Lawsuits. The City Officials have also denied and continue to deny, *inter alia*, that they engaged in any conduct that was subject to or violated the Referendum or the Ordinance, that DPFPS has suffered damages, and that DPFPS was harmed by the conduct alleged in the operative petitions and/or petitions in intervention.

Settlement in the Related Cases.

Late in 2017, on the eve of the first trial in one of the Related Cases, a settlement in principal was reached in the all of the Related Cases. A settlement agreement was signed by all of the plaintiffs, either individually or through powers of attorney, in the Related Cases in the spring of 2018, and the district court signed Final Judgments in each of the Related Cases on June 8, 2018. In August 2018, a bond offering was used to fund the Final Judgments in the Related Cases and payouts have been made to counsel of record and the four unrepresented plaintiffs in those cases. To calculate the recovery for each of the 1,680-plus plaintiffs in the Related Cases, plaintiffs' counsel in those cases turned to Class Counsel to use the model developed in the Lawsuits. Using the same model that Class Counsel proposes to use for this Settlement, the

plaintiffs in the Related Cases individually approved the use of that model. Due to the number of plaintiffs in the Related Cases, the settlement agreement in the Related Cases is over 1,700 pages, mostly consisting of individual signature pages.

III. BENEFITS OF SETTLEMENT

Plaintiffs and Class Counsel (i) believe that the claims asserted in the Lawsuits have merit; (ii) recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Lawsuits through trial and possible appeals; (iii) have considered the uncertain outcome and the risk of any litigation, especially complex litigation involving novel issues such as those raised in the Lawsuits; (iv) have considered the inherent difficulties and delays in prosecuting the Lawsuits; (iv) are mindful of the inherent problems of proof and the possible defenses to the alleged Ordinance violations asserted in the Lawsuits and based on their evaluation, believe the Settlement set forth in this Agreement is fair, reasonable, adequate, and confers substantial benefits upon and is in the best interests of the Classes.

Intervenor has concluded that dismissal of its claims against the City Officials with prejudice is warranted based on this Agreement between the Parties.

IV. THE AGREED TERMS FOR SETTLEMENT

1. The Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs (for themselves and each of the Class Members), the City, the City Officials, and DPFPS, by and through their counsel, that, subject to Court approval and entry of the Judgment, and in consideration of the payment of the Settlement Amount by the City, the mutual covenants, warranties, releases, promises, and agreements stated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Lawsuits and

the Released Claims shall be finally and fully compromised, settled, and released, upon and subject to the terms and conditions of this Agreement, as follows.

2. The Settlement.

a. The Settlement Fund.

2.1 No later than ten (10) business days after the Preliminary Approval Order is issued by the Court, the City shall begin the process to issue the Bonds to pay the Settlement Amount and shall thereafter diligently pursue all reasonable efforts to receive from the sale of the Bonds the amount of money needed to pay the Settlement Amount. The City's obligation to fully fund the Settlement Amount contemplated by this Agreement shall not be affected by any shortfall in the amounts received by the City from the sale of the Bonds. However, the Bonds will not be issued or sold until all the events and conditions specified in ¶7.1 of this Agreement have been met and have occurred.

2.2 Subject to the terms of this Agreement, the City shall pay or cause to be paid the Settlement Amount into the Settlement Account within fifteen (15) business days after the date the City receives the funds from the sale of the Bonds.

2.3 The Settlement Fund shall only be used to pay claims and the expenses authorized by this Agreement and approved by the Court since any other payment would be an illegal gift of funds in violation of the Texas Constitution and a violation of the Bond Covenants.

2.4 Except for the City making the payment of the Settlement Amount in the manner and at the time expressly stated in this Agreement, the City shall have no further or other responsibility for or incur any liability whatsoever, or to make any additional payments, including but not limited to, pension payments, or to take any other employment related action, including but not limited to salary adjustments, promotions, maintaining salary differentials, sick

leave, vacation leave, or any other type of leave, to any Person, including, but not limited to, Plaintiffs, any of the Class Members or putative Class Members, Class Counsel, or any counsel to any of the Class Members with respect to the Settlement Fund. No post-judgment interest is owed on the Settlement Amount.

2.5 The Parties expressly acknowledge and agree that the payment of the Settlement Amount and distributions to the Class Members shall not give rise to any obligations to make pension contributions to DPFPS or to any obligations by DPFPS to make any adjustments to pension accounts or payments to the Class Members or their beneficiaries or otherwise affect DPFPS pension obligations to the Class Members or their beneficiaries.

b. The Claims Administrator.

2.6 Upon receiving the Settlement Amount in the Settlement Account, the Claims Administrator shall distribute the Net Settlement Fund (as defined below) in accordance with the Court approved Plan of Allocation without further order of the Court.

2.7 All funds held by the Claims Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

2.8 The City and DPFPS shall not have any responsibility for or incur any liability whatsoever to any person, including, but not limited to, Plaintiffs, any of the Class Members, Class Counsel, or any counsel to any of the Class Members with respect to: any act, omission, or determination of or by the Claims Administrator, or any designees or agents thereof; the Settlement Account; the administration of, distribution of, or disbursement from the Settlement Account; the Settlement Fund; the administration of, distribution of, or disbursement from the

Settlement Fund; the Net Settlement Fund; or the administration of, distribution of, or disbursement from the Net Settlement Fund; or the payment of taxes.

2.9 No portion of the Settlement Fund shall be disbursed except as provided in this Agreement, as provided by an order of the Court, or with written agreement with undersigned counsel to the City.

c. Qualified Settlement Fund

2.10 The Settlement Fund will be treated at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In addition, the Claims Administrator shall timely make such elections as necessary or advisable, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2.11 For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Claims Administrator. The Claims Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.12 of this Agreement.

2.12 All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including: (i) any taxes or tax detriments that may be imposed upon the Released Persons with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) tax returns) (“Tax Expenses”), shall be paid out of the Settlement Fund.

2.13 In no event shall the Released Persons have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Claims Administrator (through the Settlement Fund) shall indemnify the Released Persons for all Taxes or tax detriments that may be imposed upon the Released Persons with respect to any income earned by the Settlement Fund. Without limiting the foregoing from the Settlement Fund, the Claims Administrator shall reimburse the Released Persons within ten days of written demand jointly submitted by Class Counsel and the City’s counsel for any such Taxes to the extent they are imposed on the Released Persons for a period during which the Settlement Fund does not qualify as a “qualified settlement fund.” All amounts payable pursuant to ¶¶2.12-2.13 shall be paid from the Settlement Fund subject to order by the Court.

2.14 Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Claims Administrator out of the Settlement Fund without prior order from the Court, and the Claims Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts including the

establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)). The Parties hereto agree to cooperate with the Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of ¶¶2.10 to 2.13 of this Agreement.

2.15 For the purpose of ¶¶2.10 to 2.12 of this Agreement, references to the Settlement Fund shall include the Settlement Fund and the Net Settlement Fund and shall also include any earnings on each of the foregoing.

3. Preliminary Approval Order and Final Approval Hearing.

3.1 Within ten (10) days or as soon as practical after execution of this Agreement, Plaintiffs shall submit this Agreement to the Court and shall apply for entry of the Preliminary Approval Order (**Exhibit D**), requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Agreement and approval for mailing the Notice (**Exhibit C**), mailing the Claim Form (**Exhibit A**), and publication of the Summary Notice (**Exhibit E**), the form of all of which are attached to this Agreement and will be set attached to Plaintiffs' Unopposed Motion for Preliminary Approval (**Exhibit F**) and consistent with the terms of this Agreement. The Notice shall include the general terms of the Settlement set forth in this Agreement, the proposed Plan of Allocation, the general terms of the Fee and Expense Application (as defined below), and the date of the Final Approval Hearing (as defined below).

3.2 Class Counsel shall request that after the Notice is given, the Court hold a hearing (the "Final Approval Hearing") and approve the Settlement of the Lawsuits as set forth herein. In the event that the Court does not approve this Agreement as agreed to by the Parties, then this Agreement shall be null and void unless all Parties accept any changes to this Agreement as

proposed by the Court within ten (10) days of the Parties' receipt of the Court's revisions to this Agreement. At or after the Final Approval Hearing, as set forth in ¶3.1 of this Agreement, above, and ¶¶6.1 to 6.4 of this Agreement, below, Class Counsel also will request that the Court approve the proposed Plan of Allocation and the Fee and Expense Application. The Preliminary Approval Order submitted to the Court shall specifically include provisions that, among other things, will:

(a) Preliminarily approve this Agreement and the Settlement as being fair, just, reasonable and adequate to all Parties and Class Members;

(b) Approve the form of the Notice for mailing to the Class Members;

(c) Approve the form of the Claim Form for mailing to the Class Members;

(d) Approve the Summary Notice for publication;

(e) Direct the Claims Administrator to mail or cause to be mailed by first class mail the Notice and the Claim Form to those Class Members who can be identified through reasonable effort, on or before the date specified in the Preliminary Approval Order; the City shall provide mailing addresses from payroll records and DPFPS shall provide contact information to Class Counsel to be used solely for purposes of the mailing; the Claims Administrator shall keep the contact information ,alleged damages based on Plaintiffs' model, employee identification number, and other information confidential under the law of the Class members strictly confidential in accordance with the confidentiality order signed by the Court on August 29, 2018 the "Protective Order")

(f) In addition to subparagraph (e), above, to effect Notice, the Claims Administrator shall cause the Summary Notice to be published once in both print and online versions of the Dallas Morning News and Fort Worth Star Telegram, on or before the date specified in the Preliminary Approval Order, and to place a copy of the live petitions in the Lawsuits and this Agreement

on the website(s) of the Dallas Fire and Police associations and the website of Class Counsel (or a website maintained by Class Counsel and/or Claim Administrator), on or before the date specified in the Preliminary Approval Order;

(g) Provide that Class Members who wish to participate in the Settlement shall be encouraged to complete and file Claim Forms pursuant to the instructions contained therein;

(h) Find that the notice given pursuant to subparagraphs (f) above constitutes the best notice practicable under the circumstances, including individual notice to all Class Members who can be identified by reasonable effort, and constitutes valid, due and sufficient notice to all Class Members, complying fully with the requirements of Rule 42 of the Texas Rules of Civil Procedure, the Constitution of Texas, and any other applicable law;

(i) Schedule the Final Approval Hearing to be held by the Court to consider and determine whether the Settlement should be approved as fair, reasonable and adequate, and whether the Judgment should be entered;

(j) Provide that any Class Member who so desires may exercise the right to exclude themselves from the Classes but only if they comply with the requirements for so doing as set forth in the Notice;

(k) Provide that at or after the Final Approval Hearing, the Court shall determine whether the proposed Plan of Allocation should be approved;

(l) Provide that at or after the Final Approval Hearing, the Court shall determine and enter an order regarding whether and in what amount attorneys' fees and reimbursement of expenses should be awarded to Class Counsel out of the Settlement Fund;

(m) Provide that pending final determination of whether the Settlement should be approved, neither Plaintiffs nor any Class Member, either directly, representatively, or in any

other capacity, shall commence or prosecute any action or proceeding in any court or tribunal asserting any of the Released Claims against any of the Released Persons;

(n) Provide that any objections to (i) the Settlement; (ii) entry of the Judgment ; (iii) the proposed Plan of Allocation; or (iv) Class Counsel's fee and expense application(s), and any papers submitted in support of said objections, shall be considered by the Court at the Final Approval Hearing only if, on or before the date specified in the Preliminary Approval Order, Persons making objections shall have filed and served written objections (which shall set forth each objection and the basis therefore) and copies of any papers in support of their position as set forth in the Preliminary Approval Order; and

(o) Provide that the Final Approval Hearing may be continued or adjourned by order of the Court without further notice to the Classes.

4. Releases.

4.1 Subject to the terms, provisions, limitations and exceptions set forth in this Agreement, if any (including Plaintiffs' obligations to perform this Agreement), Plaintiffs and each of the Class Members, on their own behalf and on behalf of their agents, attorneys, employees, representatives, spouses, children, administrators, heirs, executors, successors, and assigns, anyone acting directly or indirectly for any of them, do compromise, assign, settle, remise, release, relinquish, acquit, and forever discharge the City, the City Officials, and DPFPS, and each of their current and former Councilmembers, Mayors, City Managers, agents, bondholders, attorneys, elected and appointed officials, employees, board members, boards, commissions, departments,

principals, directors, trustees, officers, partners, administrators, receivers, beneficiaries, representatives, servants, predecessors, successors, assigns, independent contractors, insurers, related or affiliated entities, and all persons, natural or corporate, in privity with them or any of them or acting in their behalf, jointly and severally, each and all of them, whether named herein or not, from all obligations, claims, demands, damages, losses, actions, causes of action, debts, accounts, bonds, covenants, charges, dues, agreements, judgments, liabilities, penalties, expenses, liens, and lawsuits of every kind, nature, character, or description, whether in contract or tort, for ultra vires conduct, at law or in equity, for personal injury, property damage, business interruption, loss of profits, life insurance benefits, medical benefits, sick leave, vacation leave or any other type of leave, monetary losses, expenses, attorneys' fees, interest, costs, expenses, contribution, indemnity, negligence, negligence per se, gross negligence, slander, defamation, antitrust, discrimination, quantum meruit, retaliation, civil rights or labor violations, constitutional violations, malice, loss of consortium, any claim for back pay, retirement benefits or other employment benefits, intentional tort, trespass, nuisance, fraud, conversion, fraudulent concealment, inverse condemnation/taking, breach of contract/third-party beneficiary, breach of the duty of good faith and fair dealing, conspiracy, or the violation of any state or federal constitutional

provision, statute, ordinance, or in equity or at common law, otherwise known or unknown, suspected or unsuspected, real or imagined, fixed or contingent, liquidated or unliquidated, directly or indirectly arising from, growing out of, or related to the Referendum or the Ordinance, the claims in the Lawsuits, the claims referred to in the Parker and Martin Class Certification Orders, and any pension benefits or contributions, if any, that could arise from or relate to distributions from the Settlement Fund.

4.2 Each of the Plaintiffs and each of the Class Members (in their individual claim forms) acknowledge that the release in this Agreement is a general release, and each of them expressly waives and assumes the risk of any and all obligations, claims, demands, damages, losses, actions, causes of action, debts, accounts, bonds, covenants, charges, dues, agreements, judgments, liabilities, penalties, expenses, liens, and lawsuits that exist as of this date, as well as those which each of the Plaintiffs and each of the Class Members (in their individual claim forms) does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the decision to enter into this Agreement. Each of the Plaintiffs and each of the Class Members (in their individual claim forms) also assumes the risk that the facts or law involved in, or in any way connected with, the Referendum, the Ordinance, or the Lawsuits may be

otherwise than they believe.

4.3 Each of the Plaintiffs and each of the Class Members (in their individual claim forms), on his or her own behalf and on behalf of his or her current and former agents, attorneys, employees, representatives, spouses, children, successors, and assigns (but not on behalf of any other Plaintiff or Class Member), agrees to hold harmless, indemnify and defend the City and DPFPS, and their agents, executors, administrators, attorneys, employees, principals, directors, trustees, elected and appointed officials, officers, partners, executors, administrators, receivers, beneficiaries, parent and subsidiary corporations, representatives, servants, predecessors, successors, assigns, independent contractors, insurers, related or affiliated entities, and all persons, natural or corporate, in privity with them or any of them or acting in their behalf, jointly and severally, each and all of them, whether named herein or not, against all past, present, and future claims that may be brought against them by persons or entities who are not Parties, whether based on a tort, contract, state or federal constitutional provision, statute, ordinance, or any other theory of recovery, to the extent such claims relate to the claims released in Section 4.1 and arise by, through or under a Plaintiff or Class Member. Each Plaintiff and each of the Class Members (in their individual claim forms) acknowledges that this hold harmless, indemnify and defend obligation is a

general hold harmless, indemnify and defend obligation, and each Plaintiff and each of the Class Members (in their individual claim forms) expressly assumes the risk of any and all obligations, claims, demands, damages, losses, actions, causes of action, debts, accounts, bonds, covenants, charges, dues, agreements, judgments, liabilities, penalties, expenses, liens, and lawsuits that exist as of this date as well as those that each Plaintiff and each of the Class Members does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the decision to enter into this Agreement. This provision and duty to indemnity is specific to each of the Plaintiffs and each of the Class Members and is not a general duty for all Plaintiffs and Class Members to indemnify all other Plaintiffs and Class Members. Each Plaintiff and each of the Class Members (in their individual claim forms) assumes the risk that the facts or law involved in, or in any way connected with, the Referendum, the Ordinance or any of the Lawsuits may be otherwise than they believe.

4.4 The releases in Section 4 of this Agreement are effective upon the Effective Date, as defined in ¶7.1 of this Agreement.

4.5 By expressly releasing and forever discharging each and every Released Claim, whether known or unknown, against each and all of the Released Persons, the Plaintiffs and all other Class Members (except those

Class Members who timely opt out of the Settlement in accordance with the provisions of ¶5.4) expressly waive any and all provision, rights, and benefits to the contrary conferred by any law of any jurisdiction (domestic or foreign) or principal of common law.

4.6 With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Classes expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits allegedly conferred by or a consequence of alleged noncompliance with the Referendum or the Ordinance. The Plaintiffs and Class Members expressly acknowledge they may hereafter discover facts in addition to or different from those that any of them or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or otherwise, but upon the Effective Date, Plaintiffs expressly have, and each Class Member shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, or in the future may come into existence, upon any theory of law or equity now existing or coming into existence in the future, including, but

not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any contract, duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the Class Members shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver and the inclusion of Unknown Claims in the Released Claims was separately bargained for and a key element of the Settlement of which this release is a part.

4.7 Subject to the terms, provisions, limitations and exceptions set forth in this Agreement, if any, DPFPS, on its own behalf and on behalf of its agents, attorneys, employees, representatives, administrators, heirs, executors, successors, and assigns, anyone acting directly or indirectly for any of them, do compromise, assign, settle, remise, release, relinquish, acquit, and forever discharge the City and the City Officials from all claims that have been or could have been made by DPFPS related to pension contributions on Plaintiffs' claims for back pay and all claims that have been or could have been made by DPFPS related to pension contributions, if any, that could arise from or relate to distributions from the Settlement Fund.

4.8 Subject to the terms, provisions, limitations and exceptions set forth in this Agreement, if any, the City shall fully, finally, and forever release,

relinquish, and discharge the Plaintiffs, each and all of the Class Members, and Class Counsel from all claims directly or indirectly arising from, growing out of, or related to the Referendum or the Ordinance.

5. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of Settlement Fund.

5.1 The Claims Administrator shall administer the process of receiving, reviewing, and approving or denying the claims submitted by Class Members under the supervision of Class Counsel, subject to the jurisdiction of the Court, and pursuant to the Preliminary Approval Order entered by the Court. The Claims Administrator shall search for Class Members who fail to submit a claim by using contact information for Class Members from the City and/or DPFPS. The Claims Administrator shall receive claims and determine first, whether the claim is valid, in whole or in part; and second, each Authorized Claimant's pro rata share of the Net Settlement Fund (as set forth in the Plan of Allocation to be submitted by Class Counsel to the Court for approval, or in such other plan of allocation as the Court approves). Neither the City nor any of the Released Persons shall have any responsibility whatsoever for the administration of the Settlement or the claims process, and shall have no liability whatsoever to any person, including, but not limited to, Plaintiffs, any other Class Member, Class Counsel, or any counsel to any Class Member in connection with such administration.

5.2 Subject to the terms of this Agreement and any orders of the Court, the Settlement Fund shall be applied as follows:

(a) to pay all fees, costs and expenses of the Claims Administrator reasonably and actually incurred in connection with providing notice, locating Class Members, assisting with the filing of Claims, administering and distributing the Net Settlement Fund to Authorized

Claimants, and processing Claim Forms;

(b) to pay Class Counsel's attorneys' fees and expenses to the extent allowed by the Court (the "Fee and Expense Award"); and

(c) to distribute the Net Settlement Fund to Authorized Claimants including any incentive payments to the Plaintiffs approved by the Court, as allowed by this Agreement (including ¶¶5.3 – 5.7 below), the Plan of Allocation, and any other applicable order of the Court.

5.3 Any Person falling within the definition of either of the Classes may be excluded from either of the Classes by submitting to the Claims Administrator a written request for exclusion which complies with the requirements set forth in the Notice, which shall provide (a) that any such request for exclusion from either of the Classes must be mailed or delivered such that it is received by the Claims Administrator no later than twenty-one (21) calendar days prior to the date of the Settlement Hearing, or as otherwise ordered by the Court; and (b) that each request for exclusion must (i) state the name, mailing address, telephone number and email address, if any, of the person requesting exclusion; (ii) state that such person or entity "requests exclusion from his/her class in *Parker et al. v. City of Dallas* for the Police Class and *Martin et al. v. City of Dallas* for the Fire Class"; (iii) if known, state the dates of employment with the City during the Class Period, as well as for each rank and period where there was a change in pay state the rank, step in rank and rate of pay during the times of employment, and provide the City employee identification number; and (iv) be signed by the person requesting exclusion or an authorized representative. Copies of all requests for exclusion from one of the Classes received by the Claims Administrator shall be provided to the City's Counsel on a rolling basis but in no event shall any timely request for exclusion be provided to City's Counsel less than twenty-one (21) calendar days prior to the Final Approval Hearing. A request for exclusion shall not be effective

unless it provides all the required information and is received within the time stated above or is otherwise accepted by the Court. Any Person who submits a valid and timely request for exclusion (and does not subsequently revoke this request for exclusion) shall have no rights under this Agreement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by this Agreement (including the releases herein) or the Judgment. However, a Class Member may submit a written revocation of a request for exclusion within fifteen (15) days after the mailing of the Notice or such other period as may be ordered by the Court and may receive payments pursuant to this Agreement and Settlement provided the Class Member also submits a valid Claim Form, as set forth in ¶5.5 below, within ninety (90) days after the mailing of the Notice, or such other period as may be ordered by the Court. Within ninety (90) days after the mailing of the Notice or such other time as may be set by the Court, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Claim Form, signed under penalty of perjury and supported by such documents as are specified in the Claim Form and as are reasonably available to the Authorized Claimant.

5.4 All Class Members who do not opt out and fail to timely submit a Claim Form within ninety (90) days after the mailing of the Notice or such other period as may be ordered by the Court and are not located by the Claims Administrator shall be forever barred from bringing any action, claim or other proceeding of any kind against the City and any of the Released Persons concerning any of the Released Claims but will in all other respects be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Judgment. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Class Member shall be encouraged to submit a Claim Form substantially in the form attached as **Exhibit A** supported by such information as is designated therein including employee identification number, social security number, and dates of employment, as the Claims Administrator or Class Counsel in their discretion may deem acceptable.

(b) All Claim Forms must be submitted by the date that will be set by the Court in the Preliminary Approval Order and specified in the Notice, unless such deadline is extended by Order of the Court. Any Class Member who fails to submit a Claim Form by such date and is not located by the Claims Administrator shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Agreement (unless, by Order of the Court, late-filed Claim Forms are accepted) but shall in all other respects be bound by all of the terms of this Agreement and the Settlement, including the terms of the Judgment and the releases provided for herein, and will be barred and enjoined from bringing any action, claim, or other proceeding of any kind against the City or any of the other Released Persons concerning any and all of the Released Claims. Provided that it is received before the Motion for the Class Distribution Order is filed, a Claim Form shall be deemed to be submitted when posted if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator. Subject to its discretion, and in conformity with procedures set forth herein and in any applicable Court orders, the Claims Administrator may establish procedures for and accept electronically submitted claims.

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator under the supervision of Class Counsel, who shall determine in accordance with this Agreement

and the Court-approved Plan of Allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below.

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under the supervision of Class Counsel, shall notify in a timely fashion and in writing all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefore and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below.

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty days after the date of mailing of the notice required in subparagraph (d), above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation and requesting a review thereof by the Court.

(f) The administrative determinations of the Claims Administrator accepting and rejecting Claims shall be presented to the Court on notice to the City's Counsel for approval by the Court in the Class Distribution Order.

(g) No discovery shall be allowed in connection with the processing of Claims Forms.

5.5 If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of the initial distribution of the Net Settlement Fund (whether by reason of tax refunds, un-cashed checks or otherwise), the remaining balance will be used to reimburse the Claims Administrator for costs and then allocated for a supplemental

distribution to the Authorized Claimants.

5.6 No Person shall have any claim against the City, Class Counsel, the Claims Administrator, any of the Released Persons, based on distributions made substantially in accordance with this Agreement and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

5.7 The City will take no position with respect to the Proposed Plan of Allocation or such plan as may be approved by the Court, except that the City may object to the Plan of Allocation if it is not in accordance with the pro rata sharing among Class Members.

5.8 Class Counsel shall be responsible for supervising the administration of the Settlement and distribution of the Net Settlement Fund. The City and the Released Persons shall not have any responsibility for or incur any liability with respect to (1) any act, omission, or determination of or by Class Counsel or the Claims Administrator, or any designees or agents thereof; (2) any act, omission, or determination of or by any other entity designated by Class Counsel as referenced in Section IV(5) of this Agreement; (3) the Plan of Allocation; or (4) the administration of the Plan of Allocation, the Settlement or the claims process.

5.9 Class Counsel will apply to the Court, on notice to the City's Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to the Authorized Claimants.

5.10 Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court shall

be barred from participating in distributions from the Net Settlement Fund but otherwise shall be bound by all of the terms of this Agreement and the Settlement, including the terms of the Judgment to be entered in the Lawsuits and the releases provided for therein, and will be barred and enjoined from bringing any action against the City or any of the other Released Persons concerning any and all of the Released Claims.

6. Class Counsel's Attorneys' Fees and Reimbursement of Expenses and Plaintiff's Expenses.

6.1 Class Counsel may submit an application or applications for distributions to it from the Settlement Fund for (a) an award of attorneys' fees; (b) an Incentive Compensation Award to each of the Plaintiffs; and (c) reimbursement of actual expenses, including but not limited to the fees of any experts or consultants incurred in connection with prosecuting the Lawsuits, not to exceed the maximum amount of expenses set forth in the Notice, as may be awarded by the Court (the Fee and Expense Application). The City, City Officials, and DPFPS will not take any position in opposition to any Fee and Expense Application that Class Counsel may file or on any request for Incentive Compensation Award to the Plaintiffs.

6.2 Any attorneys' fees and Litigation Expenses awarded by the Court shall be paid to Class Counsel within fifteen (15) business days after the date the City deposits the monies from the sale of the Bonds into the Settlement Fund. Neither Plaintiffs nor Class Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees, Litigation Expenses, and/or Incentive Compensation Award. Class Counsel may allocate the attorneys' fees in a manner in which they in good faith believe reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Lawsuits.

6.3 Class Counsel will move the Court to award from the Settlement Fund, Class Counsel's reasonable fees, costs, and expenses actually incurred and directly related to

representation of the Classes. Class Counsel will also move the Court for an Incentive Compensation Award for each of the Plaintiffs.

6.4 The procedure for, and the allowance or disallowance by the Court of any applications by Class Counsel for attorneys' fees and expenses, including the fees of experts and consultants, to be paid out of the Settlement Fund, are not part of the Settlement and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. The Parties agree that the Fee and Expense Award to be approved by the Court will not be grounds for terminating the Settlement or proposed Settlement. Any order or proceedings relating to the Fee and Expense Application or Incentive Compensation Award to the Plaintiffs, Plaintiffs' Expenses Application, or any appeal from any order relating to either of the foregoing or reversal or modification of either of the foregoing, shall not operate to terminate or cancel this Agreement. Class Counsel agree that they shall receive no payment under this Agreement for attorneys' fees, costs or expenses until and unless all of the terms and conditions of paragraph 7.1 have occurred.

6.5 The Released Persons shall have no responsibility for, and no liability whatsoever to any person, including, but not limited to, Plaintiffs, any other Class Member, or Class Counsel, or any counsel to any Class Member with respect to any Fee and Expense Application that Class Counsel may file; any Plaintiffs' Expenses Application that Class Counsel may file; any payments to Class Counsel pursuant to ¶¶6.1 and 6.2, above; or any Fee and Expense Award that the Court may make in the Lawsuits. The Released Persons also shall have no responsibility for and no liability whatsoever with respect to, any other Person who may seek fees and expenses in connection with prosecuting or helping to prosecute the Lawsuits against the City or to any other Person who may assert some claim to any payments to Class

Counsel pursuant to ¶¶6.1 and 6.2, above, or any Fee and Expense Award the Court may make in the Lawsuits.

7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination.

7.1 The Effective Date of this Agreement and the Settlement shall be conditioned on the occurrence of all of the following events:

- (a) the Parties and counsel for the Parties have signed this Agreement;
- (b) the Court has approved this Agreement and entered the Preliminary Approval Order substantially in the form attached as **Exhibit D**;
- (c) at the election of the City, and pursuant to the Protective Order, a material number of Class Members do not opt out of the Classes;
- (d) the Court has entered the Judgment or a judgment substantially in the form attached as **Exhibit B** and includes the releases set forth in this Agreement;
- (e) the Judgment has become Final without any appeals being taken from the Judgment; and
- (f) all of the terms and conditions of this Agreement and the terms of all Court orders have been satisfied.

7.2 Upon the occurrence of all of the events referenced in ¶7.1 of this Agreement, the City is obligated to issue the Bonds and fund the Settlement Fund.

7.3 If all of the conditions specified in ¶7.1 of this Agreement are not met, then this Agreement shall not take effect and shall be null and void. If all of the conditions specified in ¶7.1 of this Agreement are not met, the Parties shall be restored to their respective positions in the Lawsuits as of the moment immediately before the June 4, 2018, joint filing in the Texas Supreme Court.

8. No Admission of Wrongdoing.

8.1 This Agreement, and all negotiations, discussions, statements, acts, or proceedings in connection therewith:

(a) shall not be offered or received against any of the Parties or any of the other Released Persons in the Lawsuits or any other civil, criminal, or administrative action or proceeding as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by the City or any of the other Released Persons with respect to the truth of any fact alleged by Plaintiffs, the validity of any claim that was or could have been asserted against the City in the Lawsuits or in any litigation, or of any liability, negligence, recklessness, fault, or wrongdoing of the City or any of the other Released Persons;

(b) shall not be offered or received against any of the Parties or any of the other Released Persons as any evidence, presumption, concession, or admission with respect to any liability, negligence, recklessness, fault, or wrongdoing, or in any way referred to for any other reason as against any of the Parties or Released Persons, in the Lawsuits or any other civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if the Effective Date occurs, the Parties may refer to it to effectuate the protection from liability granted them hereunder or otherwise to enforce the terms of the Settlement; and

(c) shall not be construed against the Parties or any of the other Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

8.2 Plaintiffs and Class Counsel shall not issue any disparaging or negative press release or make any other public statement, written or oral, or cause or encourage others to make

such public statements that states claims or implies that, as to any claim alleged in the Lawsuits, the City engaged in any negligent, reckless, wrongful, improper, or unlawful conduct or otherwise suggests that this Agreement or Settlement constitutes an admission of fault or liability as to any claim alleged in the Lawsuits.

9. Miscellaneous Provisions.

9.1 While the City contends that there is no need to take any action to declare or determine that the Ordinance is void or of no effect for future pay raises because the Ordinance simply provided for a one-time pay increase, nevertheless, in order to avoid future litigation about the meaning and effect of the Ordinance, each of the Plaintiffs covenant and agrees that he or she shall take no action, directly or indirectly, to interfere with or object to the City's possible efforts to seek legislation, at the federal, state, or local level, to repeal, nullify, or void the Referendum and/or the Ordinance.

9.2 While the City contends that the Ordinance simply provided for a one-time pay increase, nevertheless, the Parties agree the Ordinance will have no effect on any future pay scales for the Dallas Police Department and Dallas Fire-Rescue Department after September 30, 2016.

9.3 On or before September 4, 2018, the Parties shall file a joint status report with the Texas Supreme Court. The joint status report will state that (1) a settlement was reached; (2) a Motion for Preliminary Approval was filed with the Court; and (3) the Motion for Preliminary Approval was approved by the Court, if applicable. In order to proceed to finalize the Judgment, the Court will need to conduct a Settlement Hearing. In the event that the final Judgment is not signed, the Parties agree that they will be restored to their respective positions in the Lawsuits as of the moment immediately before the June 4, 2018, joint filing in the Texas Supreme Court. In the event that a final Judgment is signed and after the Settlement Amount is placed in the

Settlement Fund, the Parties agree that they will not oppose the City filing a motion pursuant to Texas Rule of Appellate Procedure 56.3 in *City of Dallas et al. v. David S. Martin et al.*, No. 17-0836 (Tex.), asking the Supreme Court of Texas to issue an order granting the petition for review and, without hearing argument or considering the merits, render a judgment setting aside the judgment of the Fifth Court of Appeals without regard to the merits and acknowledging the settlement of the Lawsuits.

94 The Parties: (a) acknowledge that it is their intent to consummate this Agreement and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the terms and conditions of this Agreement.

95 Subject to the terms of this Agreement, the Parties intend this Settlement to be a final and complete resolution of all disputes and claims that Plaintiffs (for themselves and the Class Members) and the Classes have with the Released Persons and that the City has with Plaintiffs and the Classes with respect to the Released Claims. The Settlement compromises claims that are contested and shall not be deemed an admission by any Plaintiff or Class Member or the City as to the merits of any claim or defense. The Judgment will contain a statement that during the course of the Lawsuits, the Parties and their respective counsel at all times complied with the requirements of Rule 13 of the Texas Rules of Civil Procedure. In addition, the Plaintiffs (for themselves and the Class Members) and the Classes will not make applications against the Released Persons, and the City will not make applications against Plaintiffs and the Classes, for fees, costs or sanctions pursuant to any rule of procedure or any other court rule or statute with respect to any claims or defenses in the Lawsuits or to any aspect of the institution, prosecution, or defense of the Lawsuits. While retaining its right to deny liability, the City

agrees that the amount paid to the Settlement Fund and the other terms of the Settlement were negotiated in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

9.6 Any of the Released Persons may file this Agreement and/or the Judgment in any action or other proceeding that may be brought against them in order to support a defense, argument, or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense, argument, or counterclaim.

9.7 All agreements made and orders entered during the course of the Lawsuits relating to the confidentiality of information shall survive this Agreement, pursuant to their terms.

9.8 This Agreement may be amended or modified only by a written instrument signed by all Parties or their respective successors-in-interest.

9.9 This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein. Except as otherwise provided herein, Plaintiffs shall not be responsible for any costs borne by City or its counsel, and City shall not be responsible for any costs borne by Plaintiffs or their counsel.

9.10 Class Counsel, on behalf of the Classes, are expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken by the Classes pursuant to this Agreement to effectuate its terms.

9.11 Each counsel or other Person executing this Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

9.12 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

9.13 This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

9.14 This Agreement and the exhibits attached thereto are the result of substantial negotiations between and among the Parties and their counsel. The Parties acknowledge that each of them has had the benefit of counsel of their own choice or have had the opportunity to obtain counsel of their choice to advise them concerning entering into this Agreement. The Parties further acknowledge that they have, through their respective counsel, participated in the preparation of this Agreement and the exhibits attached thereto. Accordingly, it is immaterial that counsel for one party or another may have drafted this Agreement, the exhibits attached thereto, or any portion of these documents. In the event of any dispute over the documents' meaning, application, interpretation, or construction, the documents shall be construed reasonably such that no ambiguities are resolved presumptively against any Party as a matter of law. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

9.15 The Parties agree that any action based on this Agreement or to enforce any of its terms shall be brought in this Court.

9.16 Plaintiffs and Class Counsel represent and warrant that none of Plaintiffs' claims or causes of action in the Lawsuits have been assigned, encumbered, or in any manner transferred in whole or in part (except for attorneys' fees and expenses).

9.17 All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Texas, without giving regard or effect to its choice-of-law rules.

9.18 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

9.19 The waiver by one Settling Party of any breach of this Agreement by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. Unless otherwise stated herein, any breach of any provision of this Agreement by any Settling Party hereto shall not constitute grounds for rescission of this Agreement but shall constitute grounds only for a claim for specific performance for breach of this Agreement.

9.20 The Parties agree that the City shall make available last known address data related to the Class Members as of August 1, 2018. The data shall be provided within (ten) 10 days of the execution of this Agreement. The Parties agree that DPFPS shall make available last known address data related to the Class Members as of August 1, 2018. Plaintiffs, the Class Members, and Class Counsel stipulate and agree that the exception to non-disclosure requirements of pension records set forth in Section 552.0038(d) of the Texas Government Code and the Court's Protective Order apply to permit DPFPS and the City to provide Class Members' addresses to Class Counsel and that Class Counsel (and the Claims Administrator) shall maintain such addresses as confidential and use them solely for purposes of implementing this Settlement.

9.21 The Parties agree that the City and DPFPS will reasonably cooperate in providing last known addresses and contact information of Class Members to the Claims Administrator so that the Claims Administrator may make a reasonable effort to contact Class Members who failed to timely make a claim.

9.22 To the extent that any suits, administrative or any other actions or proceedings involving any of the matters released under Section IV(4) of this Agreement, other than the Lawsuits, either directly or indirectly arising from, growing out of, or related to the Referendum or the Ordinance, either before any trial or appellate court or before any administrative agency, tribunal or any other body, are pending prior to the execution of this Agreement, each Class Member who has not opted out of the Classes who is a plaintiff in such other lawsuit or proceeding, shall file a motion to dismiss, or its functional equivalent, of each of such lawsuits, administrative or other actions described in this paragraph, then pending with prejudice as to the City and obtain an order or orders of dismissal and provide a copy to the City, all of which shall occur prior to such Class Member receiving his or her settlement payment from the Settlement Amount.

9.23 The City is in no way waiving or impairing its claim of governmental or sovereign immunity as to all claims brought against it in the Lawsuits or by virtue of entering into this Agreement, except that the City will not assert the defense of sovereign or governmental immunity in connection with any claims or actions by Plaintiffs or Class Members who have not opted out of one of the Classes to enforce this Agreement.

9.24 Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection or common interest/joint defense privilege, and each Party to this Agreement covenants and agrees that he, she, it or they shall not make or cause to be made in any forum any assertion to the contrary.

9.25 The Parties each represent and warrant to one another that they, respectively, are the owners of and/or have the exclusive and sole right to release all claims, demands, and causes

of action which they have released by means of this Agreement, and that no part of any such claim, demand, or cause of action has been pledged, assigned, transferred, sold, conveyed, encumbered, or otherwise disposed of to any other person or any other entity. Accordingly, each of the Parties also represents and warrants that no other person has an interest in any of the claims that are released pursuant to this Agreement that has not been released or discharged by this Agreement or otherwise nor is anyone other than each Plaintiff have any claim or interest in any settlement payment pursuant to this Agreement.

9.26 Each of the Parties also warrants and represents that he, she, or it has the power and authority to enter into this Agreement, and that he or she has the sole right and authority to execute this Agreement as the owner of said claims. The Parties further agree that this warranty of ownership shall be deemed breached and a cause of action accrued thereon immediately upon the making of any claim or demand or the institution or continuation of any suit, action, or proceeding by the opposite Party, or any person, firm or corporation claiming by, through or under the opposite party, contrary to this Agreement, and that in any such suit, action, or proceeding, this Agreement may be pleaded as a defense or by way of counterclaim or cross-claim. Each of the Plaintiffs also covenants and agrees that there is no other person or entity that needs to approve the terms of this Agreement for, or on behalf of, any of the Plaintiffs.

9.27 The Parties understand and acknowledge that the City is required by Chapter 552 of the Texas Government Code to disclose various categories of documents to the public upon request, including a settlement agreement to which the City is a party and information that is also contained in a public record.

9.28 The terms of this Agreement are contractual and are not merely recitals. All agreements, representations, warranties, covenants, terms, and conditions of this Agreement shall

survive its execution and shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, officers, directors, assigns, beneficiaries, heirs, successors, assigns, trustees, spouses, children, receivers, affiliates, partners, venturers, owners, members, and related companies of the Parties. The Parties each also warrant and represent that all documents delivered pursuant to this Agreement are valid, binding, and enforceable in the same manner and by the same parties as described in the previous sentence.

9.29 No Party admits any wrongdoing or liability to any other Party concerning the matters described in this Agreement. The Parties enter into this Agreement to resolve, settle, and compromise the matters in dispute between them that are the subject of this Agreement, and solely to avoid the cost, expense, effort, and trouble of further litigation. Accordingly, nothing contained herein, including the execution of the Agreement, any payments made, releases, or other consideration given, shall be construed as an admission of liability. Furthermore, neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement (including payment of the Settlement Amount) is or may be deemed to be or may be used as an admission of, evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of any Released Parties; or is or may be deemed to be or may be used as an admission of, evidence of, any fault or omission of any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or tribunal.

9.30 This Agreement contains the entire agreement and understanding between and among the Parties with respect to all matters described in this Agreement and supersedes and renders null and void any and all prior agreements, arrangements, discussions and understandings, if any, between and/or among all Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement

exist, and, except as otherwise expressly set forth in this Agreement, all Parties expressly disclaim reliance upon any facts, promises or representations made by any other party, or its agents, servicers or attorneys, prior to the effective date of this Agreement. This Agreement cannot be changed, modified, amended, or terminated except by a subsequent agreement in writing executed jointly by all Parties. All Parties understand and agree that they shall receive no further sums of money, credits, rebates, offsets, reimbursements or other consideration of any kind, including without limitation costs and attorneys' fees, from any of the Parties except as provided in this Agreement and except as is owed in the ordinary course to those Plaintiffs who continue to be employed by the City.

9.31 This Agreement is made for the sole benefit of the Parties. No other person or entity shall have any rights or remedies under or by reason of this Agreement, nor shall anything in this Agreement be construed to confer upon any person or entity, whether or not a party to this Agreement, the rights or remedies of a third-party beneficiary.

9.32 All notices required to be given under this Agreement shall be in writing and delivered to the Parties at their respective addresses (or such other address as specified by any counsel or Party in accordance with the provisions of this Section) by (i) hand delivery, (ii) nationally recognized overnight courier, (iii) or mailed postage prepaid by certified or registered mail, return receipt requested, and will be deemed to be effective the day of delivery by hand or overnight courier, or three (3) days after mailing if sent by mail to the addresses listed on the signature pages for the Parties' counsel. Any Party shall have the right to change his, her or its address to which notices shall thereafter be sent and the Party to whose attention such notice shall be directed by giving the opposing Party notice thereof in accordance with the provisions of this Section.

9.33 In case any one or more of the provisions contained in this Agreement or its exhibits should be determined to be illegal, invalid, or unenforceable in any respect under any current or future law, such provision shall be fully severable, and the Agreement shall be construed and enforced as if such provision had never comprised a part of the document or agreement and the remaining provisions of the document or agreement shall remain in full force and effect and shall not be affected by such provision or its severance from the document or agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of the document or agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable, and a court of competent jurisdiction shall have the power to construe this Agreement as if such a provision had been added in writing.

9.34 Unless the context requires otherwise words of a singular number shall be held to include the plural and vice-versa.

9.35 The headings of the sections of this Agreement are included only to make it easier to locate the subjects covered by each provision, and shall not control or affect the meaning, intention, construction, or effect of this Agreement or any provision in this Agreement.

9.36 This Agreement may be executed in multiple identical counterparts, each of which shall be considered an original for all purposes, but which together shall constitute only one and the same Agreement. Each counterpart shall be deemed effective when all Parties have affixed their signatures to the counterparts and they have been delivered to all other Parties. The Parties shall execute as many duplicates of this Agreement as may be necessary to effectuate the Agreement. This Agreement may be signed with an electronic or facsimile signature.

9.37 Each Party warrants and represents, to each other Party and to each person executing this Agreement on behalf of another Party, that both such Party and such person executing this Agreement on behalf of such Party has the full power, authority, qualifications, competency, and capacity to execute this Agreement on behalf of the Party so executing, and that upon execution the same is and shall be binding upon that Party and its respective heirs, successors, and assigns. Each person executing this Agreement personally warrants and represents that he or she has full power, authority, and capacity to bind his or her principal to this Agreement in accordance with its terms and conditions. All corporate entities executing this Agreement are duly incorporated or organized with a legal status separate and apart from its affiliates, are validly existing and are in good standing under the laws of the state of formation or existence, and has complied with all conditions prerequisite to its doing business in Texas.

9.38 Nothing contained herein is intended to create any partnership, joint venture or association by or among any of the Parties and any inference to the contrary are hereby expressly negated.

9.39 All rights and remedies of the Parties shall be cumulative and shall not exclude any other right or remedy available at law or equity. These rights and remedies may be exercised or enforced concurrently, separately, and jointly and as often as necessary. Any action or proceeding under this Agreement shall not extinguish any other rights or remedies that the Parties might have against the others.

9.40 This Agreement may not be assigned, transferred or conveyed without the prior written consent of the City and Class Counsel. Upon any such assignment, transfer or conveyance, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of such assigning Party.

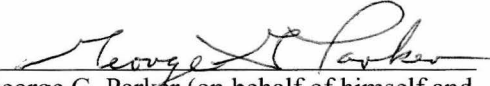
9.41 Taxes will be addressed in the Claim Form.

9.42 The settlement amounts to be paid to the Class Members under this Agreement are payments to settle those Class Members' claims in the Lawsuits and are not considered salary, therefore, the City will not be making any payments and/or contributions to any DPFPS fund or account of the Class Members. The Class Members specifically acknowledge and agree that neither the City nor any of the Class Members shall make any payments and/or contributions to DPFPS in connection with the Settlement and neither the City nor any of the Class Members is required to make any such payment. Each Plaintiff expressly acknowledges and agrees that they are not entitled to any payment to any pension fund as a result of the payment of the Settlement Amount. Additionally, payment of the Settlement Amount will have no effect on any Plaintiff who is a current employee of the City, nor shall the payment of the Settlement Amount have any effect on the City's meet and confer agreement. Finally, the payment of the Settlement Amount will not affect, in any way, the employer-employee relationship between the City and each of the Plaintiffs who are currently employed by the City.

9.43 The payments from the Settlement Fund to be paid each Plaintiff and Class Member under this Agreement shall have no impact on the pension benefits, computation pay, base pay or eligible backpay of any Class Member or any current or former member or beneficiary of DPFPS. Plaintiffs (on behalf of themselves and the Class Members) expressly acknowledge and agree that the payments from the Settlement Fund, distribution to Class Members, and other terms of this Agreement shall have no effect on Class Members or their beneficiaries' pension accounts and will not increase or otherwise affect pension account balances or payments now payable or due in the future.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the individuals listed below and their duly authorized attorneys.

PLAINTIFFS (on behalf of themselves and each of the Class Members)


George G. Parker (on behalf of himself and each the Class Members in the Police Class)

Aug 24, 2018
Date

Joe M. Gunn (on behalf of himself and each the Class Members in the Police Class)

Date

Stephen W. Toth (on behalf of himself and each the Class Members in the Police Class)

Date

Nathan L. Trammell (on behalf of himself and each the Class Members in the Police Class)

Date

Todd A. Stratman (on behalf of himself and each the Class Members in the Police Class)

Date

David S. Martin (on behalf of himself and each the Class Members in the Fire Class)

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Obie Cartmill (on behalf of himself and each the Class Members in the Fire Class)

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Robert Dale Martin (on behalf of himself and each the Class Members in the Fire Class)

Date

O.J. (Jay) Adair (on behalf of himself and each the Class Members in the Fire Class)

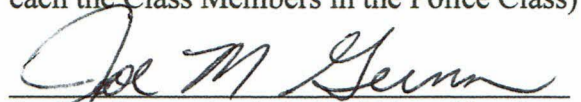
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PLAINTIFFS (on behalf of themselves and each of the Class Members)

George G. Parker (on behalf of himself and each the Class Members in the Police Class)

Date



Joe M. Gunn (on behalf of himself and each the Class Members in the Police Class)

8-23-18
Date

Stephen W. Toth (on behalf of himself and each the Class Members in the Police Class)

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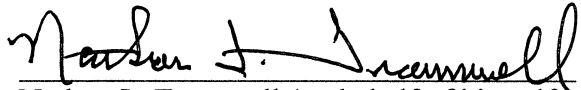
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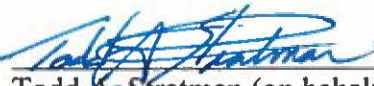
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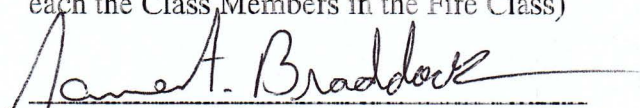
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8-23-18

Date



O.J. (Jay) Adair (on behalf of himself and each the Class Members in the Fire Class)

Aug. 23, 2018
Date

CITY OF DALLAS AND CITY OFFICIALS

by: _____
Jon Fortune, the City's Assistant City Manager

Date

DALLAS POLICE AND FIRE PENSION SYSTEM

by: _____
Kelly Gottschalk, DPFPS's Executive Director

Date

CITY OF DALLAS AND CITY OFFICIALS

by:  _____
T.C. Broadnax, the City's City Manager

8/28/2018
Date

DALLAS POLICE AND FIRE PENSION SYSTEM

by: _____
Kelly Gottschalk, DPFPS's Executive Director

Date

APPROVED AS TO FORM AND CONTENT:


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Class Counsel for Plaintiffs and Classes


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Class Counsel for Plaintiffs and Classes

APPROVED AS TO FORM:


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Counsel for DPFPS

SETTLEMENT AGREEMENT

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Counsel for City of Dallas and City Officials

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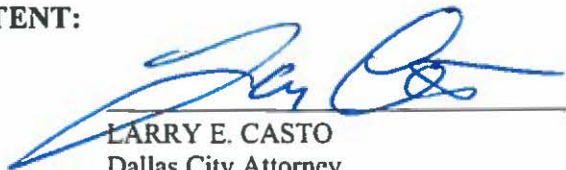
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Counsel for City of Dallas and City Officials

Exhibit A

Cause No. 1-95-107

GEORGE G. PARKER, JOE M. GUNN,	§	IN THE DISTRICT COURT
STEPHEN W. TOTH, NATHAN L.	§	
TRAMMELL AND TODD A. STRATMAN,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

Cause No. 1-95-506

DAVID S. MARTIN, JAMES A.	§	IN THE DISTRICT COURT
BRADDOCK, OBIE CARTMILL, ROBERT	§	
DALE MARTIN AND O.J. (JAY) ADAIR,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

PROOF OF CLAIM, ACKNOWLEDGMENTS, AND RELEASE OF CLAIMS¹

Deadline for Submission: Monday, January 28, 2019

If you worked as a sworn officer for the Dallas Police Department during any period(s) of time from March 22, 1991 to September 1, 2016, inclusive, you could get a payment from a class action settlement. If you worked as a sworn officer for the Dallas Fire-Rescue Department during any period(s) of time from November 28, 1991 to September 1, 2016, inclusive, you could get a payment from a class action settlement.

IF YOU ARE A CLASS MEMBER, YOU ARE ENCOURAGED TO FILL OUT AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

¹ All capitalized terms herein have the meaning set forth in the Settlement Agreement filed with the Court on August 29, 2018 (the "Agreement").

TO SUBMIT A CLAIM FORM, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM, ACKNOWLEDGMENTS, AND RELEASE OF CLAIMS (“CLAIM NOTICE”) AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN MONDAY, JANUARY 28, 2019 TO THE FOLLOWING ADDRESS:

ARCHER SYSTEMS, LLC
ATTN: CITY OF DALLAS CLAIMS
1775 ST. JAMES PLACE, SUITE 200
HOUSTON, TX 77056

YOUR FAILURE TO SUBMIT YOUR CLAIM BY JANUARY 28, 2019, WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THESE LAWSUITS. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

**CLAIMANT’S STATEMENT, ACKNOWLEDGMENTS,
AND RELEASE OF CLAIMS**

1. I worked for the City of Dallas (the “City”) as either (a) a sworn police officer for the Dallas Police Department during any period of time from March 22, 1991 to September 1, 2016, inclusive; or (b) a sworn officer for the Dallas Fire-Rescue Department during any period(s) of time from November 28, 1991 to September 1, 2016. (Do not submit this Claim Notice if you were not a sworn officer for the Dallas Police Department or Dallas Fire-Rescue Department during the designated Class Period).
2. By submitting this Claim Notice, I state that I believe in good faith that I am a Class Member as defined above, in the Agreement, and in the Notice of Pendency of Class Actions and Proposed Settlement, Motion for Attorneys’ Fees and Settlement Hearing (the “Notice”), and Motion for Preliminary Approval (which addresses attorneys’ fees and the settlement fairness hearing), or am acting for such person(s); that I am not a defendant in the Lawsuits or anyone excluded from the Classes; that I have read and understand the Notice; that I believe that I am entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I elect to participate in the proposed Settlement described in the Notice; and that I have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Class Member [e.g., as an executor, administrator, trustee, or other representative], or if you claim a legal interest [e.g., such as through a Divorce Decree or other Court Order] you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.
3. I consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Claim Notice. I understand and agree that my claim may be subject to investigation and discovery under the Texas Rules of Civil Procedure, provided that such investigation

and discovery shall be limited to my status as a Class Member and the validity and amount of my claim. No discovery shall be allowed on the merits of the Lawsuits or the Settlement in connection with processing of the Claim Notice.

4. I have set forth where requested below all relevant information with respect to my employment with the City during the Class Period. I agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I have provided my City employee identification number and social security number in this Claim Notice. I recognize that this is necessary to verify that I receive my portion of the settlement connected to my employment and is being used to as security against someone else taking my claim.
6. I understand that the information contained in this Claim Notice is subject to such verification as the Claims Administrator may request or as the Court may direct, and I agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your recognized claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. I understand and acknowledge that the City will not have any responsibility for or incur any liability whatsoever to any person, including, but not limited to, Plaintiffs, any of the Class Members, Class Counsel, or any counsel to any Class Member with respect to any act, omission, or determination of or by the Claims Administrator, or any designees or agents thereof; the Settlement Account; the administration of, distribution of, or disbursement from the Settlement Account; the Settlement Fund; the administration of, distribution of, or disbursement from the Settlement Fund; the Net Settlement Fund; or the administration of, distribution of, or disbursement from the Net Settlement Fund; or the payment of taxes.
8. I understand and acknowledge that the Settlement Amount represents the maximum amount of the City's monetary obligations under the Agreement and the Settlement. I also understand and acknowledge that all fees, costs, and expenses to manage and administer the Settlement Fund and/or Net Settlement Fund will be deducted from the Settlement Amount. Under no circumstances will the City be required to pay more than the Settlement Amount pursuant to the Agreement.
9. Upon the occurrence of the Effective Date, as defined in the Notice and the Agreement, I agree and acknowledge that my signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me and my heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am submitting this Claim Notice on behalf of an estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the Released Persons in Section 4 of the Agreement entitled "Releases."

10. I understand and acknowledge to pay all taxes, if any, that are required by law to be paid with respect to amounts received under the Agreement. I further agree to indemnify, defend, and hold harmless the City from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against the City for any taxes owed by me as a result of the Settlement or other amounts any governmental agency claims to be due or arising out of any claim that amounts paid hereunder are subject to withholding. I further agree to indemnify and hold the City harmless from any costs, expenses, or damages the City sustains because of any such claims, including any amounts the City pays as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest, or otherwise. I further agree that no opinion concerning the tax consequences of the Settlement has been given or will be given by the Parties or Parties' counsel. I understand and acknowledge that my tax obligations, and the determination therefor, are my sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances.
11. I agree to not issue any disparaging or negative press release or make any other public statement, written or oral, or cause or encourage others to make such public statements that states, claims, or implies that, as to any claim alleged in the Lawsuits, the City engaged in any negligent, reckless, wrongful, improper, or unlawful conduct or otherwise suggests that the Agreement or the Settlement constitutes an admission of fault or liability as to any claim alleged in the Lawsuits. I understand and agree that I will take no action, directly or indirectly, to interfere with or object to possible efforts by the City to seek legislation, at the federal, state, or local level, to repeal, nullify, or void the Referendum and/or the Ordinance.
12. NOTICE REGARDING ASSISTANCE: If you wish to file your claim and need information or assistance you may contact the Claims Administrator at 1-800-908-1274 or visit www.cityofdallasclaims.com to obtain helpful information.

THIS CLAIM NOTICE MUST BE SUBMITTED NO LATER THAN MONDAY, JANUARY 28, 2019 AND MUST BE MAILED TO:

ARCHER SYSTEMS, LLC
ATTN: CITY OF DALLAS CLAIMS
1775 ST. JAMES PLACE, SUITE 200
HOUSTON, TX 77056

A Claim Notice received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by Monday, January 28, 2019, and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Claim Notice shall be deemed to have been submitted when actually received by the Claims Administrator.

REMINDER CHECKLIST

- Please be sure to sign this Claim Notice. If this Claim Notice is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents, if any.
- Do NOT use a highlighter on the Claim Notice or any supporting documents.

If you move after submitting this Claim Notice, you must notify the Claims Administrator of the change in your address.

CLAIMANT INFORMATION

Officer's First Name:		MI:	Officer's Last Name:	
Address 1				
Address 2				
City		State		ZIP
Day Phone		Evening Phone		
Email Address			City of Dallas Employee Id No.	
Social Security No.				
Dates of Employment with City of Dallas				
Beginning Date:				
Ending Date:				
Circle Applicable Class:				
Police Class		Fire Class		

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name, Social Security number, and City employee identification number at the top of each sheet.

Certification

UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT ALL OF THE INFORMATION I PROVIDED ON THIS CLAIM NOTICE IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of a claimant then the person filing the claim must sign).

(Signature)

(Capacity of person(s) signing on behalf of claimant, e.g. executor, administrator, trustee, etc.) (See item 2 on page 2 of this form for instruction)

Date: _____



FORM COMPLETION INSTRUCTIONS

You must complete the following sections 1-8 on your Claim Form and return postmarked no later than

Monday, January 28, 2019

to be included and compensated as a member of this Class Action Settlement. If any of the pre-printed information on your Claim Form is incorrect, please strike-through and make corrections.

CLAIMANT INFORMATION

Officer's First Name	MI	Officer's Last Name
Address 1		
Address 2		
City	State	ZIP
Day Phone	Evening Phone	
Email Address	City of Dallas Employee Id No.	
Social Security No.		
Dates of Employment with City of Dallas		
Beginning Date:		
Ending Date:		
Circle Applicable Class:		
<input type="checkbox"/> Police Class <input type="checkbox"/> Fire Class		

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name, Social Security number, and City employee identification number at the top of each sheet.

8 Certification

UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT ALL OF THE INFORMATION I PROVIDED ON THIS CLAIM NOTICE IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of a claimant then the person filing the claim must sign).

(Signature)

(Capacity of person(s) signing on behalf of claimant, e.g. executor, administrator, trustee, etc.) (See item 2 on page 2 of this form for instruction)

Date: _____

1 Address:
Please fill in your mailing address, or make the necessary changes.

2 Phone Numbers:
Please fill in your day and evening phone numbers where you can be reached.

3 Email Address:
Please fill in your current email.

4 Employee ID No.:
Please fill in your Dallas Employee ID Number.

5 Social Security Number:
Please fill in your social security number.

6 Dates of Employment:
Please fill in the beginning and ending date with City of Dallas.

7 Applicable Class:
Please circle the department you worked for.

8 Certification:
Please sign and date.

9 Supporting Documents:
Please attached any necessary supporting documents, such as guardianship and probate documents. See item 2 on page 2 of the Proof of Claim.

If you have any questions about the completing your Claim Form, please call
1-800-908-1274

Exhibit B

Cause No. 1-95-107

GEORGE G. PARKER, JOE M. GUNN,	§	IN THE DISTRICT COURT
STEPHEN W. TOTH, NATHAN L.	§	
TRAMMELL AND TODD A. STRATMAN,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

Cause No. 1-95-506

DAVID S. MARTIN, JAMES A.	§	IN THE DISTRICT COURT
BRADDOCK, OBIE CARTMILL, ROBERT	§	
DALE MARTIN AND O.J. (JAY) ADAIR,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

AGREED FINAL JUDGMENT¹

ON THIS DAY the Court considered the Motion for Entry of Agreed Final Judgment filed in the two above styled and referenced cases (the “Lawsuits”). Plaintiffs George G. Parker, Joe M. Gunn, Stephen W. Toth, Nathan L. Trammell and Todd A. Stratman, David S. Martin, James A. Braddock, Obie Cartmill, Robert Dale Martin and O.J. (Jay) Adair (on behalf of themselves and

¹ All capitalized terms herein have the meaning set forth in the Settlement Agreement filed with the Court on August 29, 2018 (the “Agreement”).

each of the Class Members in the Lawsuits) (collectively, the “Plaintiffs”), Defendant the City of Dallas (the “City”), Intervenor Dallas Police and Fire Pension System (“DPFPS”), and Third-Party Defendants, Mike Rawlings, Scott Griggs, Adam Medrano, Casey Thomas II, Carolyn King Arnold, Rickey D. Callahan, Monica R. Alonzo, Tiffinni A. Young, Erik Wilson, Mark Clayton, B. Adam McGough, Lee Kleinman, Sandy Greyson, Jennifer S. Gates, Philip T. Kingston, and A.C. Gonzalez (collectively, the “City Officials”) are sometimes referred to in this Agreed Final Judgment individually as “Party” and collectively as the “Parties.”

All matters of fact and issues in controversy between the Parties have been fully and finally compromised and settled and as reflected by the signatures of the Parties’ counsel below, the Parties agree to the entry of this Agreed Final Judgment. Entry of this Agreed Final Judgment is not a finding, one way or the other, as to liability or wrongdoing.

The Parties entered into a Settlement Agreement in the Lawsuits on or around August 29, 2018 (the “Agreement”) for the mutual consideration and purposes expressed in the Agreement.

The Court finds that it has subject matter jurisdiction to enter this Agreed Final Judgment on the Agreement.

The Court approves the Agreement as fair, reasonable and adequate as to, and in the best interests of, the Class Members in the Lawsuits.

The Court directs the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions.

The Court finds that the Agreement is binding on the Parties.

The Court finds that Plaintiffs are not entitled to attorneys’ fees, interest, fees or costs from any Party.

The Court hereby dismisses DPFPS’s claims with prejudice against the City Officials.

This Agreed Final Judgment incorporates the terms of the Agreement and directs the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions.

This Agreed Final Judgment incorporates the release of the claims as provided for in Section 4.1 through 4.8 of the Agreement.

This Agreed Final Judgment forever discharges the Released Parties as set forth in the Agreement.

This Agreed Final Judgment permanently bars and enjoins all Class Members (as that term is defined in the Agreement) who have not opted out from appealing, filing, commencing, prosecuting, or intervening in any lawsuits or other action in any jurisdiction based on the Released Claims as provided for in the Agreement.

The Court finds that the \$_____ in attorneys' fees and expenses requested by Class Counsel, and the requested Incentive Compensation Awards in the amount of \$_____ to each of the ten (10) Class Representatives are fair and reasonable.

This Agreed Final Judgment and the City's obligation to pay the Settlement Amount are general or special obligations of the City within the meaning of Chapter 1207 of the Texas Government Code, as amended, and may lawfully be paid with proceeds from the sale of refunding bonds issued by the City in accordance with that Chapter and applicable law.

No post-judgment interest is owed on the Settlement Amount or this Agreed Final Judgment.

The Parties are responsible for paying their own attorneys' fees, expenses, and costs of court.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs have and recover from the City the sum of \$173,312,500.00 (the “Settlement Amount”) to be paid to Plaintiffs as provided in the Agreement.

This Agreed Final Judgment finally disposes of all claims and all Parties.

Signed this ____ day of _____, 2018.

HONORABLE JUDGE NATHAN WHITE

APPROVED AS TO FORM AND CONTENT:

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Dallas, Texas 75201
Telephone: 214-670-3510
Facsimile: 214-670-0622

Counsel for City of Dallas and City Officials

Exhibit C

Cause No. 1-95-107

GEORGE G. PARKER, JOE M. GUNN,	§	IN THE DISTRICT COURT
STEPHEN W. TOTH, NATHAN L.	§	
TRAMMELL AND TODD A. STRATMAN,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

Cause No. 1-95-506

DAVID S. MARTIN, JAMES A.	§	IN THE DISTRICT COURT
BRADDOCK, OBIE CARTMILL, ROBERT	§	
DALE MARTIN AND O.J. (JAY) ADAIR,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382ND JUDICIAL DISTRICT
Plaintiffs,	§	
	§	
vs.	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

**NOTICE OF PENDENCY OF CLASS ACTIONS AND PROPOSED SETTLEMENT,
MOTION FOR ATTORNEYS’ FEES AND SETTLEMENT HEARING¹**

If you were a sworn officer for (a) the Dallas Police Department during any period(s) of time from March 22, 1991 to September 1, 2016 or (b) the Dallas Fire-Rescue Department during any period(s) of time from November 28, 1991 to September 1, 2016, you could get a payment from a class action settlement.

A Texas District Court authorized this Notice. This is not a solicitation from a lawyer.

¹ All capitalized terms herein have the meaning set forth in the Settlement Agreement filed with the Court on August 29, 2018 (the “Agreement”).

The Settlement resolves two state class action lawsuits alleging that the City violated the Ordinance (which was enacted following the Referendum) by failing to maintain the percentage pay differentials among the sworn ranks after 1979 for the period of time from March 22, 1991 to September 1, 2016 for the Police Class and from November 28, 1991 to September 1, 2016 for the Fire Class.

The class representatives are George Parker, Nathan Trammell, Stephen W. Toth, Joe Gunn, and Todd Stratman (on behalf of themselves and each of the Class Members in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 in the 382nd District Court of Rockwall County, Texas) for the Police Class and David S. Martin, Obie Cartmill, O.J. Adair, James A. Braddock and Robert Dale Martin (on behalf of themselves and each of the Class Members in *David S. Martin et al. v. City of Dallas*, Cause No. 1-95-506 in the 382nd District Court of Rockwall County, Texas) for the Fire Class (collectively, the “Plaintiffs”).

The City denies Plaintiffs’ allegations. The Parties disagree on, among other things, whether the Ordinance required the current percentage pay differentials between the grades in the sworn ranks of the Dallas Police Department and Dallas Fire-Rescue Department to be maintained for a single year (the City’s position), or every year following the Referendum that created the Ordinance (the Plaintiffs’ position), whether the City violated the Referendum or the Ordinance, whether Plaintiffs and the Classes have suffered damages, and whether Plaintiffs and the Class Members were harmed by the alleged violations.

The Court has certified the two agreed Classes: the Police Class and the Fire Class. The Police Class consists of all persons who were employed as members of the sworn ranks of the Dallas Police Department from March 22, 1991 through September 1, 2016. Excluded from the Police Class are those persons (1) who were plaintiffs in the Related Cases in Collin County; (2) who timely and validly requested exclusion from the Police Class in 1995; and (3) who timely and validly requested exclusion from the Police Class pursuant to the Notice. The Fire Class consists of all persons who were employed as members of the sworn ranks of the Dallas Fire-Rescue Department from November 28, 1991 through September 1, 2016. Excluded from the Fire Class are those persons (1) who were plaintiffs in the Related Cases in Collin County; (2) who timely and validly requested exclusion from the Fire Class in 1996; and (3) who timely and validly requested exclusion from the Fire Class pursuant to the Notice.

The Settlement will provide a one hundred seventy-three million, three hundred twelve thousand and five hundred dollars (\$173,312,500.00) all cash Settlement Fund for the benefit of the Class Members. The Settlement Amount (\$173,312,500.00) represents the maximum amount of the City’s monetary obligations under this Agreement. The Settlement Fund is to be funded pursuant to the terms of the Agreement. The City will issue bonds to fund the Settlement Amount.

This hard-fought litigation spans more than two decades and involves appeals to the Texas Supreme Court (where the case was awaiting a ruling after requested full merits briefing at the time the Plaintiffs (on behalf of themselves and the Classes) and the City reached an agreement to settle) and multiple appeals to the Fifth Court of Appeals in Dallas. Class Counsel and the City obtained certified Classes in the Police Class and the Fire Class, conducted years of discovery and research, and fully briefed multiple summary judgments and pleas to the

jurisdiction before achieving the Settlement. Hundreds of thousands of pages of documents, testimony and millions of data points were involved in the work that lead to this result. These legal services performed on behalf of Plaintiffs and the Class Members were on a wholly contingent basis, and therefore Class Counsel have not received any payment for any of their services during the past twenty-five (25) years, nor have they been reimbursed for their litigation expenses which were entirely advanced by Class Counsel at no risk to Plaintiffs or any of the Class Members during the past twenty-five years. Before final approval of the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed one-third (33⅓%) of the Settlement Amount and apply for reimbursement of litigation expenses in an amount not to exceed \$2,000,000.

**Your legal rights are affected whether you act or do not act.
Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY <u>1/28/19</u>	The only way to get a payment in this Settlement if your claim is approved.
EXCLUDE YOURSELF FROM THE LAWSUITS BY SUBMITTING AN OPT-OUT FORM BY <u>11/28/18</u>	Get no payment pursuant to this Settlement. This is the only option that allows you to be a part of any other lawsuit against the City involving the claims released by this Settlement. (See paragraph 5 of the Agreement)
OBJECT BY <u>12/17/18</u>	Write a letter to the Court objecting to the Settlement. You must still file a claim if you want to receive payment from the Settlement.
GO TO A HEARING ON <u>1/24/19 at 10:00 a.m.</u>	Ask to speak in Court about the Settlement.
DO NOTHING	You risk no payment from this Settlement if you cannot be located using payroll and pension fund records. You may also be giving up your rights regarding all claims released by this Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals by Class Members are resolved.

SUMMARY OF THIS NOTICE

Statement of Class Recovery Under the Settlement

Pursuant to the Settlement described herein, a one hundred seventy three million, three hundred twelve thousand and five hundred dollars (\$173,312,500.00) all cash Settlement Fund will be established. Plaintiffs estimate that there are approximately 8,700 Class Members (combined in the Police Class and Fire Class). An Approved Claimant's actual recovery will be a pro-rata distribution of the Net Settlement Fund (defined below), determined by each Approved Claimant's alleged loss (*i.e.*, a claim proved by timely submission of an approved Claim Form) as compared to the total recognized losses of all Class Members. This proportional allocation is called "proration." All members of each of the Classes are treated equally. The payouts to Claimants have been figured based upon years in service, rank and step and rate of pay. A mathematical model was created using payroll data obtained from the City to calculate the relative losses as alleged in the operative petitions. The confidence of the model applied to the Police Class is 99.99% and for the Fire Class, 99.44%. The Fire Class model used the hand-written payroll data for years in the 1990s that did not provide the level of certainty that computer based data later provided. *See* the Plan of Allocation beginning on Page 15 for more information.

Statement of Claims, Issues, Defenses, and Potential Outcome of Case

Plaintiffs allege that the City violated the Ordinance by failing to maintain the percentage pay differentials among the sworn ranks of the Dallas Police Department and Dallas Fire-Rescue Department, in place in the late 1970s through the present.

These are two of the longest running (if not the longest) class action lawsuits in U.S. history. The original petition in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107, was filed on March 22, 1995 in the 382nd District Court of Rockwall County, Texas (the police officer lawsuit). The original petition in *David S. Martin et al. v. City of Dallas*, Cause No. 1-95-506, was filed on November 28, 1995 in the *Martin* Class (the firefighter lawsuit).

As discovery was underway, Plaintiffs moved to certify the classes for all current and future sworn officers of the Dallas Police Department and Dallas Fire-Rescue Department. The City agreed to certify the classes. The *Order Certifying Class* in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 was signed by the Court on August 17, 1995. The *Order Certifying Class* in *Robert Dale Martin et al. v. City of Dallas*, Cause No. 1-95-506 was signed by the Court on July 22, 1996.

Discovery began in 1995 and has continued up until the Lawsuits were abated during the pending appeal. The four Related Cases pending in Collin County, Texas are excluded from these Lawsuits. Those cases involve direct claims filed by approximately 1,680 sworn officers of the Dallas Police Department and Dallas Fire-Rescue Department. The claims in the Related Cases are the same claims made in the Lawsuits. The Related Cases were filed by an attorney in Collin County who has since passed away. Several different law firms represented the 1,680 officers in the Related Cases. Each of the officers in the Related Cases contributed cash up front in 1994-1995 (over \$200 each) to cover costs of the litigation and remained obligated under their

agreements to pay case expenses over the past twenty-five years. None of the Plaintiffs or Class Members were required to pay cash up front nor have they been obligated to fund the Lawsuits during the past twenty-five years because Class Counsel has continued to advance those costs. In recent years, in anticipation of trial, after multiple trips to various appeals courts, the Plaintiffs pursued data necessary to calculate Plaintiffs' alleged damages. Models were developed using millions of data points to calculate alleged pay differentials and losses.

The City has appealed pre-trial rulings in this case on several occasions. With the most recent appeal, the Lawsuits at the trial court were stayed (no action could be taken other than actions in the appellate court). Most recently the Lawsuits have been briefed in the Texas Supreme Court to consider whether the Lawsuits should be dismissed for want of jurisdiction in favor of the City. If the Texas Supreme Court grants review, there is a possibility that the City would win that argument, in which case Plaintiffs and the Class Members would receive nothing. In the event that Plaintiffs prevail in this appeal, the Lawsuits would be remanded, eventually, to the trial court for trial. To date, there has never been a trial involving the Lawsuits or the Related Cases. In order to begin the process to settle the Lawsuits, the City filed a motion to abate the appeal and Class Counsel and counsel for DPFPS did not oppose the motion.

A trial in the Lawsuits would mean either Plaintiffs prevail or the City prevails. If Plaintiffs were to prevail at trial, the damages alleged by Plaintiffs were such that, in the event of a judgment following a jury verdict, the City would appeal the judgment. In the event Plaintiffs prevailed on that appeal, the judgment against the City would, in all likelihood, create serious financial consequences for the City. Should the City prevail in these Lawsuits, Plaintiffs and the Class Members would recover nothing.

A procedural history of the cases to this point is as follows:

- The Lawsuits were both filed in 1995 for each of the Classes.
- Discovery began shortly thereafter.
- The Police Class was certified by agreement in 1995 and the Fire Class was certified by agreement in 1996.
- Notices with the opportunity to opt-out were sent by Class Counsel as ordered.
- The City filed counterclaims against the Classes, asserting counterclaims against the Plaintiffs and the Classes.
- The City dropped its counterclaims in 2004.
- Various appeals involving the Lawsuits and/or the Related Cases occurred during the 1990s, early 2000s and again presently.

The Parties disagree on the amount of damages, if any, which would have been recoverable had Plaintiffs prevailed on their claims in the Lawsuits. Plaintiffs contend that the pay scales used in their damage modeling were tied to a particular date and rank (including steps within a given rank). The City contends that Plaintiffs are entitled to no damages.

The City contends that the actual pay raises given by the City in implementing the Ordinance through Resolution No. 79-0348 ("Resolution 79-0348") considered both clause (1)

and clause (2) of the Ordinance. Clause (1) of the Ordinance provides that the grades in the sworn ranks of the Fire Fighter and Rescue Force receive a salary increase of at least \$186.60. In addition, clause (2) of the Ordinance provided that “the percentage pay differentials between the grades in the sworn ranks of the Dallas Police Department and the Fire Fighter and Rescue Force shall be maintained.” Based on clause (2) of the Ordinance, the City gave some salary raises in excess of the \$186.60 provided under clause (1) in order to maintain the percentage pay differentials between the grades in the sworn ranks of the Dallas Police Department and Dallas Fire-Rescue Department.

The City further contends there is no basis for Plaintiffs using the Fire Chief, Police Chief, and Police Captain grades as the benchmarks for their theory of damages because there is no reference to the Fire Chief, Police Chief, or Police Captain grades in the Ordinance. The City contends the use of the Fire Chief, Police Chief, and Police Captain grades as the benchmarks are just as arbitrary as using any other position within the Dallas Fire-Rescue Department and Dallas Police Department.

Plaintiffs contend that the percentage pay differentials between the grades of Fire Chief, Police Chief, and Police Captain and the grades in the sworn ranks of the Dallas Fire-Rescue Department and Dallas Police Department widened (i.e., that the pay of the Fire Chief, Police Chief, and Police Captain grades increased at a higher percentage than the pay of the sworn ranks of the other grades in the departments) from the time the Ordinance became effective through the Plaintiffs’ alleged damage period. The City contends that this is not accurate and that Plaintiffs’ contention is misleading. The City contends that, in reality, the percentage pay differentials between the grades of Fire Chief, Police Chief, and Police Captain and the grades in the sworn ranks of the Dallas Fire-Rescue Department and Dallas Police Department narrowed from the time the Ordinance became effective through the Plaintiffs’ damage period.

The City further contends that Plaintiffs’ damages theory and methodology are flawed and speculative because they consider grades, ranks, and steps in the sworn ranks that did not exist at the time of the Ordinance. Plaintiffs’ response to this contention was twofold. First, there are real steps and phantom steps that are never occupied by personnel. For example, there are at least twelve steps at the highest rank of chief, but only one chief; therefore, all unoccupied steps are phantom steps that attempt to evade the Ordinance. Second, the steps did not invalidate or remove the application of the Ordinance. Where for example, one rank is given an additional step, all ranks (per the Ordinance) should be given the same additional steps; therefore, where the City gave steps to one rank, but not another, the City was violating the Ordinance.

The City further contends that Plaintiffs’ personal base salaries increased at materially higher rates than the personal base salaries of the Fire Chief, Police Chief, and Police Captain during the Plaintiffs’ alleged damage period, demonstrating the failures with the Plaintiffs’ methodologies, formulas, and damage theory.

The City further contends that the failure of the Classes or Related Cases to complain prior to the mid-1990s supports the City’s position that the Referendum and Ordinance was meant for a one-time application when the police officers and firefighters were seeking at 15% raise. The Classes contend that they worked through the grievance process and their grievances were verified with merit. However, the grievance failed to change the pay percentage differentials. The Classes

also contend that “secret” compensation packages were given to a select few officers in the late 1980s while the rank-and-file officers were ignored and kept in the dark. The Classes further respond that only after years of pleading their case internally with the City, they turned to the courts.

The City further contends that newspaper articles, television reports, reports from third parties, and the campaign literature from the 1978–1979 time frame support the City’s position as to (1) the police officers and firefighters’ intent regarding the Referendum; (2) the City’s intent regarding the Referendum; and (3) what the voters (and the general public) were told regarding the Referendum, mainly that the Referendum was for a one-time 15% catch up raise. The City also relies on the deposition testimony of police officers, firefighters, City officials, and members of the Dallas Police and Fire Association to support its position. Plaintiffs respond saying that a one-time across the board raise would by itself maintain that the differentials were intact; however, the language of maintaining the differentials was added during the negotiations with the City. The author of the Referendum, now the sitting District Judge Ken Molberg of the 95th Judicial District Court explained that the language was meant to keep the differentials intact moving forward in time. In repeated trips to the Fifth District Court of Appeals and Texas Supreme Court, the appellate courts have consistently held that these differing interpretations of the Ordinance demonstrate an ambiguity in the Referendum. The ambiguity requires a jury to determine the police officers and firefighters’ intent, the City’s intent, and the voters’ intent at the time of the Referendum. That is, was the Referendum intended to apply into the future, or just in connection with the actual pay raise implementing the Ordinance based on Resolution 79-0348.

Plaintiffs contend that the documents and decisions through the 1980s into the 1990s demonstrate that the course of dealing within the City proves that the intent of the parties to the Referendum was to maintain the differentials. The City contends that the only time maintaining the differentials was required was during the 1978-1979 time period, immediately after the Referendum. The City further contends that compensation proposals submitted by the Dallas Police Association, the Dallas Fire-Rescue Association, and the City as early as May 1980 are inconsistent with Plaintiffs’ theory that the percentage pay differentials between the grades in the sworn ranks were to be maintained perpetually.

This settlement terminates the dispute for the entirety of the Plaintiffs and the Classes.

Statement of Attorneys’ Fees and Costs Sought, Plaintiffs’ Compensation, and Notice Costs and Expenses

Bob Lyon and Bob Gorsky were originally approved as Class Counsel for both Classes at the time the Lawsuits were certified by the Court. During the pendency of the case, Ted Lyon & Associates P.C. joined Class Counsel to assist the prosecution of these claims. Bob Lyon, Bob Gorsky, Ted Lyon, Ben Taylor and Marquette Wolf (as well as other associates from all firms) worked on the prosecution of Plaintiffs’ claims and all appeals. Bob Gorsky also serves as General Counsel to the Dallas Police Association. Mr. Gorsky and his firm have also represented many Dallas firefighters. When Class Counsel were originally hired in 1995 (prior to the 2003 rule changes to Rule 42 of the Texas Rules of Civil Procedure addressing attorneys’ fees which is not applicable in this case) the attorney/client agreement required Class Counsel to advance all costs

of litigation including filing fees, court reporter deposition costs, videographers, copy, postage, expert and consulting witness charges and all costs associated with discovery, trial and appeals. The fee was agreed to be 33⅓ percent of the aggregate settlement if the case was settled without filing suit; 40 percent of the aggregate settlement if suit was filed; and 50 percent of the aggregate in the event of an appeal. This is the typical contingency fee agreement within the usual and customary fee charged for civil litigation when hourly fees are not feasible. None of the Class Representatives had the ability to pay an hourly rate and the contingency fee allowed them to proceed with minimal risk. Unlike the Related Cases, neither Plaintiffs nor the Classes have ever paid any of the expenses associated with the Lawsuits. Class Counsel will move the Court to award attorneys' fees in an amount of one-third (33⅓ percent) of the Settlement Amount and for reimbursement of expenses incurred in connection with the prosecution of this action not to exceed \$2,000,000. All Class Counsel's attorneys' fees will be paid from the amount awarded by the Court and paid from the Settlement Fund. The Settlement Fund shall be applied to pay all fees, costs, and expenses of the Claims Administrator reasonably and actually incurred in connection with providing notice, locating Class Members, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, and processing Claim Forms.

An application will be made for an Incentive Compensative Award to each of the ten individual Class Representatives. This application is meant as an acknowledgment to the Class Representatives who have participated dutifully for over twenty-five years in the prosecution of the Lawsuits. The time and effort spent by these Class Representatives includes the entirety of the discovery period and participation in the decision-making process for each procedural and substantive event that has successfully lead the Classes to this Settlement, as well as assisting in the carrying out of the Settlement.

Keeping with the original contingency fee contract, the Class Representatives and Class Members are not personally liable for any such fees, expenses, or compensation.

Further Information

Further information regarding the Lawsuits and this Notice of Pendency of Class Actions and Proposed Settlement, Motion for Attorneys' Fees and Settlement Hearing (the "Notice") may be obtained by contacting Class Counsel: Bob Lyon at (972) 412-0412, and Bob Gorsky at (214) 965-0090. A website is also available at www.cityofdallasclaims.com.

Reasons for the Settlement

For Plaintiffs, the principal reason for the Settlement is the benefit to be provided to the Classes now. This benefit must be compared to the high risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future. Plaintiffs further considered, after conducting a substantial investigation into the facts of the Lawsuits, the risks to proving liability and damages. For the City, which denies all allegations of wrongdoing or liability, the principal reason for the Settlement is to eliminate the expense, risks, and unknown outcome of the Lawsuits and to remove the risk of uncertainty.

HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM FORM

1. How can I get a payment?

To qualify for a payment, your most sure way to be paid is to send in a Proof of Claim, Acknowledgment, and Release of Claims form (“Claim Form”). A Claim Form is being circulated with this Notice. You may also get a Claim Form on the Internet at www.cityofdallasclaims.com. Read the instructions carefully, fill out the Claim Form, include all the documents the form asks for, sign it, and mail it postmarked no later than Monday, January 28, 2019.

2. When would I get my payment?

The Court will hold a hearing on Thursday, January 24, 2019 at 10:00 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals by Class Members. Resolving appeals can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed.

3. What am I giving up to get a payment?

Unless you specifically exclude yourself, you will be treated as a Class Member in this class action. This means that upon the Effective Date, you will relinquish all Released Claims against the Released Persons. These terms are defined below:

“Released Claims” shall mean all claims released in Sections 4.1 through 4.8 of the Agreement, including but not limited to, all complaints, claims, third-party claims, cross-claims, counterclaims, demands, liabilities, obligations, promises, agreements, controversies, actions, causes of action, suits, rights, damages, costs, losses, debts, charges, and expenses (including Unknown Claims and attorneys’ fees, expert fees, and disbursements of counsel and other professionals) of any and every nature whatsoever, whether in law or in equity, whether arising under federal, state, local, or common law or any other law, rule, or regulation, whether currently known or unknown, suspected or unsuspected, foreseen or unforeseen, ripened or unripened, accrued or unaccrued, or matured or not matured, whether arising in equity or under the law of contract, tort, malpractice, statutory breach, or any other legal right or duty, whether direct, derivative, individual, representative, or in any other capacity, and to the fullest extent that the law permits their release in the Lawsuits, that Plaintiffs or Class Counsel, or any other member of the Certified Classes (a) asserted in the operative Petition or any other pleadings or briefs filed in the Lawsuits, (b) could have asserted from the beginning of time to the end of time in any forum that arise out of, relate to, are connected with, or are in any way based upon the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in the operative petition or any other pleadings or briefs filed by any party in either of the Lawsuits, the Parker and Martin Class Certification Orders, or (c) directly or indirectly arising from, growing out of, or related to the Referendum or the Ordinance.

“Released Persons” means each and all of the City, the City Officials, and DPFPS.

The “Effective Date” of the Agreement and the Settlement shall be conditioned on the occurrence of all of the following events:

- (a) the Parties and counsel for the Parties have signed the Agreement;
- (a) the Court has approved the Agreement and entered the Preliminary Approval Order;
- (b) at the election of the City, and pursuant to the Protective Order, a material number of Class Members do not opt out of the Classes;
- (c) the Court has entered the Judgment and includes the releases set forth in the Agreement;
- (d) the Judgment has become Final without any appeals being taken from the Judgment; and
- (e) all of the terms and conditions of the Agreement and the terms of all Court orders have been satisfied.

If you remain a member of the Classes, all of the Court’s orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue the City then you must take steps to remove yourself from the Lawsuits. This is called excluding yourself from or “opting out” of one of the Classes.

4. How do I exclude myself from the proposed settlement?

To exclude yourself from one of the Classes, you must send a signed letter by mail stating that you “request exclusion from the Classes in *Parker et al. v. City of Dallas*, Cause No. 1-95-107 for the Police Class, and *Martin et al. v. City of Dallas*, Cause No. 1-95-506 for the Fire Class.” Your letter should state the dates of your employment, your rank, and employee identification number. In addition, be sure to include your name, address, telephone number, email address, and signature. You must mail your exclusion request postmarked no later than Wednesday, November 28, 2018 to Archer Systems, LLC, Attn: City of Dallas Claims, 1775 St. James Place, Suite 200, Houston, TX 77056.

You cannot exclude yourself by telephone or by email. If you ask to be excluded, you will not get any payment and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Lawsuits, and you may be able to continue to sue the City. If you exclude yourself, do not send in a Claim Form to ask for any money. To do so you

will be required to appear in court and prosecute your claims through your own counsel or *pro se*. Class Counsel will not represent you if you exclude yourself from the Classes.

5. If I do not exclude myself from the Settlement, can I sue the City and the other Released Persons later for the same alleged conduct?

No. Unless you exclude yourself from one of the Classes, you give up any rights to sue the City or any of the Released Persons for any and all of the Released Claims. You must exclude yourself from *the proper* Class to continue your own lawsuit for the same conduct alleged in the Lawsuits, styled *Parker et al v. City of Dallas* for the Police Class and *Martin et al. v. City of Dallas* for the Fire Class. Remember, the exclusion deadline is Wednesday, November 28, 2018. You will be required to appear by yourself or through counsel of your own choosing at your own cost. The case is presently before the Texas Supreme Court where, in addition to the trial court you would need to appear and be prepared to defend the appeal and if successful, move forward at the trial court with the prosecution of the claims in the relevant petition that applies to you. Class Counsel will not represent you if you exclude yourself from the Classes.

6. If I exclude myself from the settlement, can I get money from the proposed settlement?

No, but you may exercise any right you may have to continue to sue the City.

IF YOU DO NOTHING

7. What happens if I do nothing at all?

The judgment of the Court will be binding upon you if you do nothing. If your recovery is greater than \$1,000.00, the Claims Administrator of the Settlement Fund will make a reasonable effort to find you by using the contact information provided by the City and DPFPS. The releases in this Settlement will be binding upon any claim you had. To ensure your best chance to share in the Net Settlement Fund, you should submit a Claim Form (*see* Question 1). To continue the Lawsuits against the City as to the Released Claims in the Lawsuits, you must exclude yourself from one of the Classes (*see* Question 4).

THE LAWYERS REPRESENTING CLASS MEMBERS

8. Do I have a lawyer in this case?

Class Counsel, Ted Lyon & Associates, P.C., Bob Lyon, and Bob Gorsky, represent all the Class Members. You will not be separately charged for these lawyers. The Court will determine the amount of Class Counsel's fees and expenses, which will be paid from the gross Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will Class Counsel be paid?

Class Counsel will move the Court to award Class Counsel's attorneys' fees from the gross

Settlement Fund in a total amount not greater than one-third (33 $\frac{1}{3}$ %) of the gross Settlement Fund and reimbursement of their expenses in an amount no greater than \$2,000,000, plus interest on such expenses may be sought.

10. How will the notice costs and expenses be paid?

The Claims Administrator's fees and expenses, and the costs to manage and administer the Settlement Fund and/or Net Settlement Fund will be paid out of the Settlement Amount. The Settlement Amount represents the maximum amount of the City's monetary obligations under this Agreement. Under no circumstances will the City be required to pay more than the Settlement Amount (\$173,312,500.00) pursuant to the Agreement. The Claims Administrator was selected by Class Counsel and approved by the City and the Court.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

11. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the application for an award of attorneys' fees and expenses by Class Counsel or any other counsel who may seek an award of attorneys' fees and expenses. Plaintiffs reserve the right to object to any fee and expense application submitted by any lawyers other than Class Counsel. You may write to the Court setting out your objection(s). You should state reasons why you think the Court should not approve any or all of the settlement terms or arrangements.

You must object in writing by sending a signed letter stating that you object to the proposed settlement in *Parker et al v. City of Dallas* for the Police Class and *Martin et al. v. City of Dallas* for the Fire Class. Your objection must include a cover page identifying these cases names and numbers and naming the hearing date of Monday, January 24, 2019, at 10:00 a.m. at the Rockwall County Courthouse, 1111 W. Yellow Jacket Lane, Rockwall, TX 75087. Be sure to include your name, address, telephone number, and signature; identify the dates of employment, your social security number, and employee identification number and email address, and state the reasons why you object to the settlement. Your objection must be postmarked on or before Monday, December 17, 2018 to each of the following (1) the Court; (2) Ted Lyon & Associates, P.C. on behalf of the Plaintiffs; and (3) Sayles Werbner, P.C., counsel for the City, at the following addresses:

COURT:

Clerk of the Court
1111 W. Yellow Jacket Lane
Rockwall, Texas 75087

FOR PLAINTIFFS:

Ted Lyon & Associates, P.C.
18601 LBJ Freeway, Suite 525
Mesquite, Texas 75150

FOR THE CITY:

Robert L. Sayles
Sayles Werbner, P.C.
4400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

You do not need to go to the Settlement Hearing to have your written objection considered by the Court.

At the Settlement Hearing, any Class Member who has not previously submitted a request for exclusion from the Classes may appear and be heard, to the extent allowed by the Court, to state any timely filed and served objection to the settlement, the Plan of Allocation, or any motion for an award of attorneys' fees and reimbursement of expenses. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Settlement Hearing. If you or your representative intend to appear in person but have not submitted a written objection postmarked by Monday, December 17, 2018, it is recommended that you give advance notice to Class Counsel and the City's counsel of your intention to attend the hearing in which may or may not be considered in the discretion of the Judge. You may contact them at the addresses provided above.

12. What is the difference between objecting to the Settlement and excluding myself from the Settlement?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you remain in one of the Classes. Excluding yourself is telling the Court that you do not want to be part of one of the Classes. If you exclude yourself, you have no basis to object because the Lawsuits no longer affect you.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you do not have to.

13. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a Settlement Hearing on Thursday, January 24, 2019 at 10:00 a.m. at the Rockwall County Courthouse, 1111 W. Yellow Jacket Lane, Rockwall, TX 75087. At this

hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court also will consider the proposed Plan of Allocation for Settlement proceeds and Class Counsel's attorneys' fees and expenses application, and, if necessary, the attorneys' fees and expenses application of any other counsel. The Court will take into consideration any written objections mailed in accordance with the instructions in the answer to Question 11. The Court also will listen to people who seek to speak at the hearing, but decisions regarding the conduct of the hearing will be made solely by the Court. *See* Question 11 for more information about speaking at the hearing. The Court will decide how much to pay to Class Counsel, and may also decide how much, if any, to pay any other counsel. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

You should be aware that the Court may change the date and time of the Settlement Hearing. Thus, if you want to come to the hearing, you should check with Class Counsel before coming to be sure that the date and/or time has not changed.

GETTING MORE INFORMATION

14. Are there more details about the proposed settlement?

This Notice summarizes the proposed Settlement. More details are contained in the Agreement, the Motion for Preliminary Approval and the pleadings for the Lawsuits on file with the Rockwall County District Clerk.

To receive more information regarding the Settlement, you can call the Claims Administrator toll-free at 1-800-908-1274; write to the Claims Administrator at Archer Systems, LLC, Attn: City of Dallas Claims, 1775 St. James Place, Suite 200, Houston, TX 77056; or visit the website at www.cityofdallasclaims.com, where you will find the Agreement, Notice, a Claim Form, answers to common questions about the Settlement, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

15. How do I get more information?

For more detailed information concerning the matters involved in the Lawsuits, you can inspect the pleadings, the Agreement, the orders entered by the Court, and the other papers filed in the Lawsuits at the office of the Rockwall County District Clerk, 1111 W. Yellow Jacket Lane, Rockwall, TX 75087, during regular business hours. You may not discuss the case with court personnel. You may also contact Class Counsel.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

This Plan of Allocation has been prepared by Plaintiffs and Class Counsel with the assistance of their economics consultant. The City does not agree with the characterization that any damages were suffered by any Plaintiffs or Class Members.

The one hundred seventy three million, three hundred twelve thousand, five hundred dollar (\$173,312,500.00) all cash Settlement Amount shall be the gross Settlement Fund. The

gross Settlement Fund, less approved costs, fees, and expenses (the “Net Settlement Fund”) shall be distributed to Class Members who submit acceptable Claim Forms (“Authorized Claimants”).

The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s recognized loss. The recognized loss formula is not intended to be an estimate of the amount a Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The recognized loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

The following proposed Plan of Allocation are based on the allegations asserted in Plaintiffs’ current live petitions in the Lawsuits (collectively, the “Petitions”) regarding the City’s alleged violations of the Ordinance. The Petitions claim that these alleged violations caused underpayments to the Police Class from March 22, 1991 to September 1, 2016 and to the Fire Class from November 28, 1991 to September 1, 2016.

Each Authorized Claimant shall be paid based on the percentage of the Net Settlement Fund that each Authorized Claimant’s alleged recognized loss bears to the total of the alleged recognized losses of all Authorized Claimants (the “pro rata share”).

PLAN OF ALLOCATION

The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Class Members who suffered alleged economic losses as a result of the alleged violations of the Ordinance. The Plan of Allocation reflects Plaintiffs’ damages expert’s analysis undertaken to that end, including a review of publicly available information regarding pay scales for the years including 1978 to September 1, 2016 for sworn officers of the Dallas Police Department and Dallas Fire-Rescue Department. The Plan of Allocation, however, is not a formal damages analysis. Rather, the allocation uses a formula to treat each of the sworn officer the same so that the pro rata share is based upon objectively verifiable data which demonstrates that the Class Members will recover based upon years of service, ranks and steps and rates of pay.

This is the same approach approved by over 1,680 individual sworn officers in the Related Cases.

The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that the Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

The Plan of Allocation generally measures the amount of the alleged loss that a Class Member can claim for purposes of making *pro rata* allocations of the cash in the Net Settlement Fund to Authorized Claimants.

CALCULATION OF ALLEGED RECOGNIZED LOSS AMOUNTS

A recognized loss amount will be calculated for each officer for alleged underpayment. If the calculation of a recognized loss amount for any particular shift hour or pay period results in a negative number, that number shall be set to zero.

ADDITIONAL PROVISIONS

If a Class Member has more than one period of employment in the relevant time frame, all such periods are included.

The sum of an Authorized Claimant's recognized loss amounts will be the Authorized Claimant's recognized claim.

An Authorized Claimant's recognized claim shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. If the sum total of recognized claims of all Authorized Claimants is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's recognized claim divided by the total of recognized claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of the initial distribution of the Net Settlement Fund (whether by reason of tax refunds, un-cashed checks or otherwise), the remaining balance will be used to reimburse the Claims Administrator for costs and then allocated for a supplemental distribution to Authorized Claimants.

The Honorable Nathan White, Presiding

Exhibit D

CAUSE NO. 1-95-107

GEORGE G. PARKER, JOE M. GUNN,	§	IN THE DISTRICT COURT
STEPHEN W. TOTH, NATHAN L.	§	
TRAMMELL AND TODD A. STRATMAN,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382nd JUDICIAL DISTRICT
Plaintiffs.	§	
vs.	§	
	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

CAUSE NO. 1-95-506

DAVID S. MARTIN, JAMES A.	§	IN THE DISTRICT COURT
BRADDOCK, OBIE CARTMILL, ROBERT	§	
DALE MARTIN AND O.J. (JAY) ADAIR,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382nd JUDICIAL DISTRICT
Plaintiffs.	§	
vs.	§	
	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE OF PENDENCY¹**

On this 29th day of August 2018, this Court heard and considered Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Notice to the Class (the “Motion”) in the above-styled and numbered causes (the “Lawsuits”). Having considered the Motion, the exhibits to the Motion, and the arguments of counsel, the Court finds that the Motion is well taken and should be GRANTED.

The Court hereby ORDERS the following:

1. The Court preliminarily approves the Agreement between the Parties, subject to further consideration at the Settlement Fairness Hearing described below.

¹ All capitalized terms herein have the meaning set forth in the Settlement Agreement filed with the Court on August 29, 2018 (the “Agreement”).

2. On November 28, 1995 this Court certified an agreed class action in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107, for persons who were currently employed as members of the sworn ranks of the Dallas Police Department, all past members of the sworn ranks of the Dallas Police Department who have retired or otherwise have left the employment of the City, and all future employees who may become members of the sworn ranks of the Dallas Police Department for the period beginning March 22, 1991.

2. On July 22, 1996, this Court certified an agreed class action in *David S. Martin et al. v. City of Dallas*, Cause No. 1-95-506, for persons who were currently employed as members of the sworn ranks of the Dallas Fire-Rescue Department f/k/a Dallas Fire Department, all past members of the sworn ranks of the Dallas Fire-Rescue Department who have retired or otherwise have left the employment of the City, and all future employees who may become members of the sworn ranks of the Dallas Fire-Rescue Department beginning November 28, 1991.

3. Excluded from the definition of Classes are those Persons who timely and validly request exclusion from the Classes pursuant to the Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys' Fees and Settlement (the "Notice").

3. Thus, under Rules 11 and 42 of the Texas Rules of Civil Procedure, the class certifications were agreed to and ratified by this Court. Furthermore, the questions of law or fact common to Class Members predominate over any questions affecting individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

4. The Settlement Fairness Hearing shall be held before this Court on or about **January 24, 2019, at 10:00 A.M.**, at the Rockwall County Courthouse, 1111 W. Yellow Jacket Lane, Rockwall, Texas 75087, to determine whether the proposed Settlement of the Lawsuits on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate to the Classes and should be approved by the Court; whether a Judgment as provided in the Agreement and its Exhibit B, which, *inter alia*, approves the Settlement and dismisses DPFPS's claims with prejudice against the City Officials, should be entered by the Court; whether the proposed Plan of Allocation should be approved; to determine the amount of a reasonable Incentive Compensation Awards to the ten (10) class representative Plaintiffs (the "Class Representatives"), if any; and to determine the amount of reasonable fees, costs, and expenses, that should be awarded to Class Counsel. The Court may adjourn the Settlement Fairness Hearing without further notice to Class Members.

5. The Court approves, as to form and content, the Notice, the Proof of Claim, Acknowledgments, and Release of Claims form (the "Claim Form"), and Summary Notice for publication, included with the Motion for Preliminary Approval, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth therein meet the requirements of Rule 42(e) of the Texas Rules of Civil Procedure and due process, and constitute the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

6. The Court further reserves the right to enter a Final Judgment that approves the Settlement and dismisses DPFPS' claims with prejudice against the City Officials regardless of whether the Court has approved the Plan of Allocation, or awarded attorneys' fees and expenses to Class counsel or Incentive Compensation Awards to the Class Representatives.

7. The Court appoints Matthew Frazier of Archer Systems, LLC as the third-party claims administrator (the "Claims Administrator") to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than fourteen (14) days after entry of this Order (the "Notice Date"), the Claims Administrator shall cause a copy of the Notice and the Claim Form, substantially in the forms attached to the Motion, to be mailed by first class mail to all Class Members who can be identified with reasonable effort.

(b) Not later than twenty-one (21) days after the issuance of this Order, the Claims Administrator shall cause the Summary Notice to be published in the *Dallas Morning News* and *Fort Worth Star Telegram* and online at www.cityofdallasclaims.com, and not later than twenty-one (21) days after the issuance of this Order, the Claims Administrator shall place a copy of the current petitions in the Lawsuits and the Agreement (with exhibits) on that website.

(c) By **November 12, 2018**, the Claims Administrator shall cause to be served on the City's counsel and filed with the Court proof, by affidavit or declaration, of the mailing and publishing described above.

(d) Each date in this Order may be adjusted or extended as much as sixty (60) days without leave of Court, in order to accommodate the Claims Administrator. In the event that the dates change, the Claims Administrator is directed to work with Class Counsel who will file a Notice of Date adjustment with the Court so that any date or deadline changes in this Order are publically available through the Court's filing system.

8. All Class Members shall be bound by all determinations and judgments in the Lawsuits concerning the Settlement, whether favorable or unfavorable to the Classes.

9. Class Members who wish to participate in the Settlement are encouraged to complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked no later than **January 28, 2019**. Any Class Member who does not timely submit a Claim Form within the time provided for shall be contacted by the Claims Administrator using either information from the City's payroll data and/or DPFPS's contact information. Those Class Members who do not make a claim and those not found using payroll or pension system records shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court.

10. Any Person who desires to request exclusion from the Classes shall do so within the time set forth and in the manner described in the Notice. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Notice shall have no rights under the

Agreement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Agreement or the Judgment.

11. Any Class Member may enter an appearance in the Lawsuits, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Class Counsel.

12. Any Class Member may appear and show cause, if he/she has any reason why the proposed Settlement of the Lawsuits should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why the Individual Compensation Award to the Class Representatives should or should not be approved, or why attorneys' fees and expenses should or should not be awarded to Class Counsel.

13. Any Class Member who does not make a written objection in the manner provided and/or appear in person or through a representative at the Settlement Fairness Hearing shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement, to the Plan of Allocation, to the Individual Compensation Award to the Class Representatives, or to the award of attorneys' fees and expenses to Class Counsel.

14. All funds held by the Claims Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Agreement and Plan of Allocation.

15. No Released Persons shall have any responsibility for or liability with respect to the Plan of Allocation or any application for attorneys' fees or reimbursement of expenses submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

16. At or after the Settlement Fairness Hearing, the Court will determine whether the Plan of Allocation proposed by Class Counsel, any application for attorneys' fees or reimbursement of expenses, and any incentive award shall be approved.

17. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Agreement.

18. Neither the Agreement, nor any of its terms or provisions or exhibits, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the City or any of the Released Persons of the truth of any of the allegations in the Lawsuits, or of any liability, fault, or wrongdoing of any kind and shall not be construed as, or deemed to be evidence of, or an admission or concession that, Plaintiffs or any Class Members have suffered any damages, harm, or loss.

19. In the event that the Settlement or Judgment do not become Final in accordance with the terms of the Agreement or the Effective Date does not occur, this Order shall be rendered

null and void to the extent provided by and in accordance with the Agreement and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall also be null and void to the extent provided by and in accordance with the Agreement. All communications among the parties made during this process shall be considered communications pursuant to Rule 408 of the Texas Rules of Evidence.

20. The Court finds that the accounting models used for Plan of Allocation and the payments to the Class Members is based upon confidential salary, employee id, and social security information. Therefore, the Court orders that the data included in the model is protected information and orders that the private information of the individual officers in each of the Classes is not subject to public disclosure.

21. The Court reserves the right to continue the Settlement Fairness Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Classes.

22. Pending the Settlement Fairness Hearing, all Class Members are enjoined from initiating or prosecuting any actions or claims against the City or any of the Released Persons that are within the scope of the Released Claims provided for by the Agreement.

23. The following schedule of dates shall govern resolution of the Settlement:

<u>Event</u>	<u>Deadline</u>
Notice and the Claim Form shall be mailed by first class mail to all Class Members (the “Notice Date”)	October 29, 2018
Summary Notice to be published in the Dallas Police and Fire associations’ websites, online at www.cityofdallasclaims.com , and local newspapers. Class Counsel shall place a copy of the Settlement documents on the its website.	November 5, 2018
Class Counsel to file affidavit of notice mailing and publication	November 12, 2018
Deadline for filing and serving all opening briefs and supporting documents in support of Applications for fees, expenses and incentives	December 17, 2018

Deadline for submitting Requests for Exclusion	November 28, 2018
Deadline for submitting any written objections	December 17, 2018
Deadline for filing and serving any responses or oppositions to any of the written objections	January 7, 2019
Deadline for filing and serving reply papers, if any, in further support of the objections or in response to any objections	January 14, 2019
Date of Settlement Fairness Hearing	January 24, 2019 at 10 A.M.
Deadline for Class Members' submission of Proof of Claim and Release forms	January 28, 2019

SO ORDERED.

Signed this 29th day of August, 2018.

HONORABLE JUDGE NATHAN WHITE

Exhibit E

CAUSE NO. 1-95-107

GEORGE G. PARKER, JOE M. GUNN,	§	IN THE DISTRICT COURT
STEPHEN W. TOTH, NATHAN L.	§	
TRAMMELL AND TODD A. STRATMAN,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382nd JUDICIAL DISTRICT
Plaintiffs.	§	
vs.	§	
	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

CAUSE NO. 1-95-506

DAVID S. MARTIN, JAMES A.	§	IN THE DISTRICT COURT
BRADDOCK, OBIE CARTMILL, ROBERT	§	
DALE MARTIN AND O.J. (JAY) ADAIR,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382nd JUDICIAL DISTRICT
Plaintiffs.	§	
vs.	§	
	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

SUMMARY NOTICE¹

TO: TO ALL SWORN OFFICERS FOR (A) THE DALLAS POLICE DEPARTMENT DURING ANY PERIOD(S) OF TIME FROM MARCH 22, 1991 TO SEPTEMBER 1, 2016 OR (B) THE DALLAS FIRE-RESCUE DEPARTMENT DURING ANY PERIOD(S) OF TIME FROM NOVEMBER 28, 1991 TO SEPTEMBER 1, 2016.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the 382nd Judicial District Court of Rockwall County, that a hearing will be held on Thursday, January 24, 2019, at 10:00 a.m. , before the Honorable Nathan White at the Rockwall County Courthouse, 1111 W. Yellow

¹ All capitalized terms herein have the meaning set forth in the Settlement Agreement filed with the Court on August 29, 2018 (the "Agreement").

Jacket Lane, Rockwall, Texas 75087, for the purpose of determining: (1) whether the proposed Settlement for the sum of one hundred seventy three million, three hundred twelve thousand and five hundred dollars (\$173,312,500.00) in cash should be approved by the Court as fair, reasonable and adequate; (2) whether, after the hearing, a final Judgment should be entered in these Lawsuits pursuant to the terms and conditions set forth in the Agreement filed with the Court on August 29, 2018; (3) whether the Plan of Allocation is fair, reasonable and adequate and should be approved; and (4) whether the application of Class Counsel (or any other counsel) for the payment of attorneys' fees and reimbursement of expenses incurred in these Lawsuits should be approved.

If you worked as a sworn police officer for the City during any period(s) of time from March 22, 1991 through September 1, 2016, inclusive, your rights may be affected by the settlement of these Lawsuits. If you worked as a sworn fire or rescue officer for the City during any period(s) of time from November 28, 1991 through September 1, 2016, inclusive, your rights may be affected by the settlement of the Lawsuits. If you have not received a detailed Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys' Fees and Settlement Hearing ("Notice") and a copy of the Proof of Claim, Acknowledgements and Release of Claim ("Claim Form"), you should obtain copies by writing to Archer Systems, LLC, Attn: City of Dallas Claims, 1775 St. James Place, Suite 200, Houston, TX 77056, or by visiting the website at www.cityofdallasclaims.com. The Notice contains details about these Lawsuits and the Settlement, including what you must do to exclude yourself from the Settlement, object to the terms of the Settlement, or file a Claim Form. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you are encouraged to submit a Claim Form postmarked no later than Monday, January 28, 2019, establishing that you are

entitled to recovery.

If you desire to be excluded from the Classes, you must submit a request for exclusion postmarked by November 28, 2018, in the manner and form explained in the Notice. All Class Members who have not timely and validly requested exclusion from the Classes will be bound by any judgment entered in these Lawsuits pursuant to the terms and conditions of the Agreement. Any objection to the Settlement must be postmarked on or before December 17, 2018 to each of the following (1) the Court; (2) Ted B. Lyon & Associates, P.C., on behalf of the Plaintiffs; and (3) Sayles Werbner, P.C. for the City of Dallas at the following addresses:

COURT:

Clerk of the Court
382nd Judicial District Court
1111 W. Yellow Jacket Lane
Rockwall, TX 75087

FOR PLAINTIFFS:

Ted B. Lyon & Associates, P.C.
18601 LBJ Freeway, Suite 525
Mesquite, TX 75150

FOR DEFENDANT CITY OF DALLAS

Sayles Werbner, P.C.
Attn: Robert L. Sayles
1201 Elm Street, Suite 4400
Dallas, Texas 75270

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

If you have any questions about the settlement, you may contact Class Counsel at the address listed above.

Exhibit F

CAUSE NO. 1-95-107

GEORGE G. PARKER, JOE M. GUNN,	§	IN THE DISTRICT COURT
STEPHEN W. TOTH, NATHAN L.	§	
TRAMMELL AND TODD A. STRATMAN,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382nd JUDICIAL DISTRICT
Plaintiffs.	§	
vs.	§	
	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

CAUSE NO. 1-95-506

DAVID S. MARTIN, JAMES A.	§	IN THE DISTRICT COURT
BRADDOCK, OBIE CARTMILL, ROBERT	§	
DALE MARTIN AND O.J. (JAY) ADAIR,	§	
Individually and On Behalf	§	
of ALL OTHERS SIMILARLY	§	
SITUATED	§	382nd JUDICIAL DISTRICT
Plaintiffs.	§	
vs.	§	
	§	
	§	
THE CITY OF DALLAS, TEXAS	§	
Defendant.	§	ROCKWALL COUNTY, TEXAS

PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND APPROVAL OF NOTICE TO THE CLASS

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiffs George G. Parker, Joe M. Gunn, Stephen W. Toth, Nathan L. Trammell and Todd A. Stratman (on behalf of themselves and each of the Class Members in *George G. Parker et al. v. City of Dallas*, Cause No. 1-95-107 in the 382nd District Court of Rockwall County, Texas), Plaintiffs David S. Martin, James A. Braddock, Obie Cartmill, Robert Dale Martin and O.J. (Jay) Adair (on behalf of themselves and each of the Class Members in *David S. Martin*

et al. v. City of Dallas, Cause No. 1-95-506 in the 382nd District Court of Rockwall County, Texas) (collectively, the “Plaintiffs”), by and through their counsel of record and make and file this Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Notice of the Class (the “Motion”), and would show unto the Court as follows:

Following lengthy negotiations, Plaintiffs (on behalf of themselves and each of the Class Members), Defendant City of Dallas (the “City”), Intervenor Dallas Police and Fire Pension System (“DPFPS”), and Third-Party Defendants, Mike Rawlings, Scott Griggs, Adam Medrano, Casey Thomas II, Carolyn King Arnold, Rickey D. Callahan, Monica R. Alonzo, Tiffinni A. Young, Erik Wilson, Mark Clayton, B. Adam McGough, Lee Kleinman, Sandy Greyson, Jennifer S. Gates, Philip T. Kingston, and A.C. Gonzalez (collectively, the “City Officials”) have agreed to a settlement of the above-referenced lawsuits as reflected in the attached exhibits. Plaintiffs (on behalf of themselves and each of the Class Members), the City, the City Officials, and DPFPS will be referred to in this Motion as the Parties.

I. Definitions

The Parties hereby incorporate by reference the definitions used in the attached Settlement Agreement (the “Agreement”).

II. The Terms of the Agreement

The Parties hereby incorporate by reference the terms of the attached Agreement. As described more fully in the attached Agreement, the City agrees to pay Plaintiffs (for themselves and the Class Members) \$173,312,500.00 in exchange for a release of all claims against the City, City Officials, and DPFPS that are directly or indirectly arising from, growing out of, or related to the Referendum or the Ordinance.

III. Criteria for Preliminary Approval

The 4TH Edition of the Manual for Complex Litigation, (although related to Federal Rules on class action litigation provides guidance for Texas state courts) summarizes the preliminary approval criteria as follows:

If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or excessive compensation for class counsel, and appears to fall within the range of possible approval, the court should direct that notice under [Tex. R. Civ. P. 42, *et seq* as it existed when these Lawsuits were filed in 1995] be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

MANUAL FOR COMPLEX LITIGATION § 30.41 (3rd ed. 1995). Some factors that may bear on a review of this Settlement are set out below:

1. the advantages of the proposed settlement versus the probable outcome of a trial on the merits of liability and damages as to the claims, issues, or defenses of the class and individual class members;
2. the probable time, duration, and cost of continued litigation, appeals, attendant expenses of all parties, and the trial;
3. the probability that the class claims, issues, or defenses could be maintained through trial on a class basis;
4. the maturity of the underlying procedural and substantive issues, as measured by nearly 25 years of litigation gained through adjudicating the actions, the development of expert testimony, and other factors that bear on the probable outcome of a trial on the merits;
5. the extent of participation in the settlement negotiations by class counsel and class representatives, and by the numerous judges, over nearly 25 years who have presided over this case;
6. the number and force of objections by class members;

7. the probable resources and ability of the parties to pay, collect, or enforce the settlement compared with enforcement of the probable judgment predicted under above paragraph 1 or 4;
8. the lack of any effect of the settlement on other pending actions;
9. similar claims by other individual non-class member and subclasses and their actual outcomes (approximately 1,680 plaintiffs in the Related Cases in Collin County individually and unanimously approved settlement based on the identical damage model used herein);
10. whether class or subclass members have the right to request exclusion from the settlement, and, if so, the number exercising that right;
11. the reasonableness of any provisions for attorney fees and expenses and incentive pay for each of the class representatives;
12. the fairness and reasonableness of the procedure for processing individual claims under the settlement; and
13. the apparent intrinsic fairness of the settlement terms.

MANUAL FOR COMPLEX LITIGATION § 21.62 (4th ed. 2004).

IV. Content of Class Notice

The Parties hereby incorporate by reference the proposed notice in the attached Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys' Fees, and Settlement Hearing (the "Notice").

V. The Settlement Meets the Standards for Preliminary Approval Under Rule 42(e)

Under Rule 42(e), a court must review any "settlement, voluntary dismissal, or compromise" of the "claims, issues or defenses of a certified class." TEX. R. CIV. P. 42(e). A court should approve a proposed class action settlement if it determines that the settlement is "fair, reasonable, and adequate, as well as consistent with the public interest." *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977). Whether to grant preliminary approval is within the sound

discretion of the court, which should exercise its judgment in the context of public policy that strongly favors the pretrial settlement of class action lawsuits. *See, e.g., In re Deepwater Horizon*, 739 F.3d 790, 807 (5th Cir. 2014), *cert. denied sub nom. BP Expl. & Prod. Inc. v. Lake Eugenie Land & Dev., Inc.*, 135 S. Ct. 754 (2014); *Tajudin Jarrallah v. Sodexo, Inc.*, 452 F. App'x 465, 468 (5th Cir. 2011). Indeed, "there is an overriding public interest in favor of settlement." *Cotton*, 559 F.2d at 1331. The procedure for review of a proposed class action settlement is a well-established two-step process. *See* MANUAL FOR COMPLEX LITIGATION § 13.14 (4th ed. 2004); *see also McNamara v. Bre-X Minerals Ltd.*, 214 F.R.D. 424, 426 (E.D. Tex. 2002). First, the court conducts a preliminary inquiry, the purpose of which is "to ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." MANUAL FOR COMPLEX LITIGATION § 21.632 (4th ed. 2004). If the court preliminarily approves the settlement, the class is notified, and Class Members are provided an opportunity to be heard at a final fairness hearing concerning the merits of the settlement. *Id.* §§ 21.633-634.

At the preliminary approval stage, the court should consider two factors in making its determination whether approval is warranted: (1) the extent of informed, arm's-length negotiations between the parties; and (2) whether the resulting settlement is within the range of what might be found fair, reasonable, and adequate. *See e.g., Newby v. Enron Corp.*, 394 F.3d 296 (5th Cir. 2004). Indeed, a strong initial presumption of fairness attaches to the proposed settlement if, as here, the settlement is reached by experienced counsel after arm's-length negotiations. *See Klein v. O'Neal, Inc.*, 705 F. Supp. 2d 632, 650 (N.D. Tex. 2010).

Weighing the fairness of a settlement is within the sound discretion of the court. *See In re Enron Corp. Sec., Derivatives & ERISA Litig.*, No. H-01-3624, 2008 U.S. Dist. LEXIS 84656, at

*40 (S.D. Tex. Sept. 8, 2008). As long as the settlement appears to fall within the range of possible approval, the court should grant preliminary approval. *In re OCA, Inc. Sec. and Derivative Litig.*, No. 05-2165, 2008 U.S. Dist. LEXIS 84869, at *37 (E.D. La. Oct. 17, 2008).

For preliminary approval purposes, courts in the Fifth Circuit consider whether the settlement “does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of a class representative or of segments of the class, or of excessive compensation for attorneys, and appears to fall within the range of possible approval.” *McNamara v. Bre-X Minerals Ltd.*, 214 F.R.D. 424, 430 (E.D. Tex. 2002); *see also In re OCA*, 2008 U.S. Dist. LEXIS 84869, at *37.

In this case, the proposed Settlement meets the standard for preliminary approval established by the Fifth Circuit and therefore fully merits the Court’s preliminary approval.

A. There Are No Obvious Deficiencies in the Settlement or Reasons to Doubt Its Fairness

In determining whether deficiencies exist in the fairness, adequacy and reasonableness of a settlement, courts examine the process and the stage of the litigation as well as the terms of the settlement. *See In re OCA*, 2008 U.S. Dist. LEXIS 84869, at *37. Courts have found that fairness may be presumed when there is an arm’s-length settlement after “meaningful discovery” has been conducted. *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d. 1040, 1063 (S.D. Tex. 2012); *see also Ayers v. Thompson*, 358 F.3d 356, 369 (5th Cir. 2004) (stage of the proceedings favored settlement when discovery provided ample information with which to evaluate the merits of the competing positions).

In this case, the Settlement has no deficiencies in the process through which it was reached. The Settlement was obtained through multiple rounds of formal and informal negotiations over

two decades. Moreover, all parties were represented by highly experienced and accomplished attorneys who had been litigating this case for years and were well-apprised of the strengths and weaknesses of their respective positions.

The extensive history of this case, as well as the stage of the litigation at the time of Settlement, also weigh strongly in favor of a presumption of fairness of the Settlement. After many years of litigation, the accumulation of the information discovered through the litigation process has permitted Plaintiffs to be well-informed about the strengths and weaknesses of the Lawsuits and to engage in effective settlement discussions. Indeed, after extensive factual and expert discovery, and after numerous legal questions were resolved through motions and appeals, there can be no doubt that the parties were fully informed to negotiate the Settlement.

B. The Settlement Treats All Class Members Fairly

The Settlement also meets the requirement of fair treatment of all Class Members because it treats all Class Members equally.

The terms of this Settlement, with respect to how the payouts will be made are virtually identical to the terms used in the Related Cases in Collin County. Those terms were approved by over 1,680 current and former officers who each independently consented and agreed to the use of the same model used by the Classes in order to determine their share of the aggregate settlement in the Lawsuits. The model uses only objective data points including pay scales, rate of pay, rank and step in rank and time of service in order to fairly pro-rate the recovery among the sworn officers. This settlement treats all of the Class Members fairly and based solely upon the objective data already included in the model before any settlement negotiations began.

Approval of a plan of allocation of settlement proceeds among the members of a class is governed by the same standard of fairness, reasonableness and adequacy applicable to approval of the settlement as a whole. *See In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 428 (5th Cir. 1982) (standard of review “applies with as much force to the review of the allocation agreement as it does to the review of the overall settlement between plaintiffs and defendants”); *see also In re Am. Bank Note Holographics*, 127 F.Supp.2d 418 (S.D.N.Y. 2001) (plan of allocation “need only have a reasonable, rational basis, particularly if recommended by ‘experienced and competent’ class counsel”) (citations omitted). Ultimately, the court should grant preliminary approval if the “proposed allocation plan compensates class members in relation to the timing of their actual purchases and sales as well as the amount of their actual losses.” *In re Oca*, 2008 U.S. Dist. LEXIS 84869, at *40.

As discussed more fully in the Notice, the Plan of Allocation treats all Class Members equally – providing pro rata compensation to all Class Members.

As described in the Agreement and the Notice, Plaintiffs will move the Court for an award compensating Plaintiffs’ ten class representatives based on their work over the last 25 years and their hundreds of hours of time dedicated to their representation of the Classes in an amount up to \$100,000.00 for each class representative. This request is routinely awarded in similar cases. *See, e.g., In re Flag Telecom Holdings*, No. 02-3400, 2010 U.S. Dist. LEXIS 119702 (S.D.N.Y. Nov. 5, 2010) (awarding \$100,000 to plaintiff who was actively involved in this litigation, produced over 4,000 pages of documents from his business’ files, and spent more than four hundred hours on the litigation over eight years); *Revco Sec. Litig., Arsam Co. v. Salomon Bros., Inc.*, No. 89-593, 1992 U.S. Dist. LEXIS 7852 (N.D. Ohio May 6, 1992) (awarding class representative

\$200,000 because of diligence and because class would have recovered nothing if not for the representative's involvement in the case). Such awards, which are designed to compensate a plaintiff for time, costs and expenses, are particularly appropriate in cases such as this, where the Lawsuits reached an advanced stage after a prolonged period of litigation. *See e.g., In re Marsh & McLennan Cos., Inc. Sec. Litig.*, 2009 U.S. Dist. LEXIS 120953 (S.D.N.Y. Dec. 42, 2009) (awarding plaintiff groups fees in the amounts of \$70,000 and \$144,657.14 for a total award of \$214,657.14 due to their active involvement and oversight of case lasting five years). Therefore, such reimbursement does not improperly grant preferential treatment to any of the class representatives and does not weigh against preliminary approval of the Settlement.

C. The Settlement Falls Within the Range of Reasonableness

In evaluating whether a settlement falls within the range of reasonableness, “the court is not to decide the issues or try the case via the fairness hearing because, the very purpose of the compromise is to avoid the delay and expense of trial.” *Garza v. Sporting Goods Props.*, No. SA-CA-1082, 1996 U.S. Dist. LEXIS 2009, at *49 (W.D. Tex. Feb. 6, 1996) (citing *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983) (additional citations omitted)). Courts should recognize the “uncertainty of litigation” and the potential difficulty of proving liability and damages at trial. *Id.*

The terms of this Settlement, with respect to how the payouts will be made are virtually identical to the terms used in the Related Cases in Collin County. Those terms were approved by over 1,680 current and former officers who each independently consented and agreed to the use of the same model used by the Classes in order to determine their share of the aggregate settlement. The model uses only objective data points including pay scales, rate of pay, rank and step in rank

and time of service to fairly pro-rate the recovery among the sworn officers. This settlement treats all of the Class Members fairly and based solely upon the objective data already included in the model before any settlement negotiations began.

Plaintiffs and Class Counsel believe that the proposed Settlement of \$173,312,500.00 in cash and in exchange for the release of claims against the City adequately reflects the value of these Lawsuits at this juncture. Class Counsel have expended substantial amounts of time and money developing the legal and factual case against the City with the assistance of extensive fact and expert discovery. Based on that work, Plaintiffs believe there is substantial evidence supporting their arguments and further believes that Plaintiffs have a reasonable probability of prevailing on appeal, at summary judgment, and at trial. Nevertheless, the City has articulated significant defenses to Plaintiffs' allegations, which could be accepted by the Texas Supreme Court in the pending appeal, by this Court on summary judgment, or by a jury at trial. Among other things, the City has claimed Plaintiffs have waived their claims; are estopped from making their claims; are constitutionally barred from making their claims; have no damages; and other serious factual and legal defenses.

Furthermore, to the extent Plaintiffs succeeded on any claims, the City would challenge those issues on appeal, which could result in additional years or decades of litigation with no certainty as to outcome. Considering the present time-value of money and the risk that the Classes would not succeed in proving liability or in establishing damages in excess of the Settlement Amount, Plaintiffs believe this Settlement is well within the range of reasonableness. *See In re Enron Corp. Sec. Derivative & "ERISA" Litig.*, 228 F.R.D. 541, 566 (S.D. Tex. 2005) ("The settlement at this point would save great expense and would give the Plaintiffs hard cash, a bird in

the hand.”). These risks, when balanced against the immediate benefits of this Settlement, favor a finding that the Settlement is well within the range of reasonableness.

D. The Requested Attorneys’ Fees and Expenses are Fair and Reasonable

Class Counsel will move the Court to award attorneys’ fees in the amount of one-third (33⅓%) of the gross Settlement Fund and reimbursement of expenses incurred in connection with the prosecution of the Lawsuits. When Class Counsel and Plaintiffs contracted with each other the fee structure was 33⅓% if settled without suit being filed, 40% after suit was filed and 50% if appealed plus all reasonable and necessary expenses needed to prosecute these claims. Class Counsel and Plaintiffs agree the fee and expense request is fair and reasonable considering there have been several appeals of these Lawsuits.

Courts in the Fifth Circuit and others grant awards up to and at times exceeding 33⅓% in class actions. *See, e.g., Sims v. Shearson Lehman Bros., Inc.*, Fed. Sec. L. Rep. (CCH) ¶ 98, 134, at 98,976 (N.D. Tex. Nov. 29, 1993) (awarding fee equal to 33⅓% of \$30 million settlement in securities case); *Lasky v. Brown*, No. 99-1035 (M.D. La. Jan. 27, 2003) (awarding fee equal to 33⅓% of \$20.5 million settlement in securities case); *In re Olicom Sec. Litig.*, No. 94-0511 (N.D. Tex. Aug. 30, 1996) (awarding fee equal to 33⅓% of \$7.5 million settlement in securities case); *In re Initial Pub. Offering Sec. Litig.*, 671 F.Supp.2d 467 (S.D.N.Y. 2009) (awarding fee equal to 33⅓% of \$510 million settlement in securities case); *In re Combustion, Inc.*, 968 F. Supp. 1116, 1133 (W.D. La. 1997) (finding that district courts in the Fifth Circuit have awarded percentages of approximately one-third contingency fee and that 50 percent of the fund as the upper limit). Moreover, Chief Judge Barbara Lynn recently approved a 33⅓% fee in *The Erica P. John Fund, Inc, et al, On Behalf of Itself and All others similarly Situated v. Halliburton Company and David*

J. Lesar, 3:02-CV-1152-M, United States District Court, Northern District of Texas, Dallas Division (2017). That case involved a \$100 million recovery in a securities class action.

The request of up to one-third of the gross Settlement Fund is appropriate here given the unique nature of this case, which led to two opinions by the Dallas Court of Appeals and one opinion by the Texas Supreme Court (with another petition for review currently pending) and required extraordinary time, effort, skill and resources over many years; and the benefit achieved of a settlement of \$173,312,250.00. Additionally, Class Counsel's fee agreements with Plaintiffs provided for a 50% contingency fee if an appeal was involved. Class Counsel believe that a 33 $\frac{1}{3}$ % fee is more than justified and will be fully supported at the final approval stage. *See, e.g., In re Educ. Testing Serv. Praxis Principles of Learning and Teaching: Grades 7-12 Litig.*, 447 F. Supp. 2d 612, 628 (E.D. La. 2006). At this juncture, in the event the Court preliminarily approves the Settlement, no specific fee award will be established by the Court, but a 33 $\frac{1}{3}$ % ceiling on Class Counsel's request, will be put in place and noticed to Class Members.

VI. The Proposed Notice to the Classes Satisfies Rule 42 and Due Process Requirements

“Rule 42(1)(B) provides that “Notice of the material terms of the proposed settlement ... shall be given to all members in such manner as the court directs.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). To satisfy the due process requirements, notice to class members must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Id.* Notice should also contain “information that a reasonable person would consider to be material in making an informed, intelligent decision of whether to opt out or remain a member of the class

and be bound by the final judgment.” *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1105 (5th Cir. 1977).

A. The Mechanics of the Proposed Notice Program

Plaintiffs propose that notices be given in the form of the attached notices. The proposed form and method of the Classes notices describe in basic English the terms of operation of the Settlement, the considerations that caused Class Counsel to conclude the Settlement is fair and adequate, the maximum Class Counsel fees and expenses and class representative compensation that may be sought, the procedure for objecting to the Settlement, and the date, time, and place of the fairness hearing.

The Claims Administrator anticipates making an initial mailing to the Class Members. Plaintiffs also propose publishing the attached Summary Notice, which provides an abbreviated but informative description of the Lawsuits and the proposed Settlement, and also explains how to obtain the more detailed Notice and Claim Form. The attached Notice and Claim Form, as well as the attached Agreement detailing the Settlement, will also be posted on a website hosted by the Claims Administrator and dedicated to the Settlement administration of the Lawsuits. The Summary Notice will be published in print and online. Courts have consistently approved settlements that published the same number of notices using these publications.

B. The Scope of the Notice Program Is Adequate

The proposed forms of notice will fairly apprise Class Members of the Settlement and their options with respect thereto and fully satisfy due process requirements. There are no “rigid rules” that apply when determining the adequacy of notice for a class action settlement. Rather, when measuring the adequacy of a settlement notice in a class action under either the Due Process Clause

or the Texas Rules, the court should look to the reasonableness of the notice program. *See In re Merrill Lynch & Co. Research Reports Sec. Litig.*, No. 02 MDL 1484, 2007 U.S. Dist. LEXIS 9450, at *26-28 (S.D.N.Y. Jan. 31, 2007); *In re Enron Corp. Sec. & ERISA Litig.*, Civ. No. H-01-3624, at 6 (S.D. Tex. July 24, 2003); *In re OCA, Inc. Sec. and Derivative Litig.*, No. 05-2165, 2008 U.S. Dist. LEXIS 84869, at *48-52 (E.D. La. Oct. 17, 2008).

C. The Proposed Form of Notice Comports With the Requirements of Due Process and Rule 42

The content of a notice is generally found to be reasonable if “the plain language of the Notice apprises all class members of the nature of the action.” *In re OCA, Inc.*, 2008 U.S. Dist. LEXIS 84869, at *47. Specifically, the proposed notice of settlements must state: (i) the amount of the settlement proposed to be distributed to the parties to the action, determined in the aggregate and on an average per share basis; (ii) if the parties do not agree on the average amount of damages per share that would be recoverable in the event plaintiff prevailed, a statement from each party concerning the issue(s) on which the parties disagree; (iii) a statement indicating that settling parties or counsel intend to make an application for an award of attorneys’ fees and costs (including the amount of such fees and costs determined on an average per share basis), and a brief explanation supporting the fees and costs sought; (iv) the name, telephone number, and address of one or more representatives of counsel for the plaintiff class who will be reasonably available to answer questions concerning any matter contained in the notice of settlement published or otherwise disseminated to the class; (v) a brief statement explaining the reasons why the parties are proposing the settlement; and (vi) such other information as may be required by the court. *Id.*

The proposed Notice contains all of the information required by Due Process. *See* Notice. The information is provided in a format that is accessible to the reader and advises Class Members

of their right to exclude themselves from or object to any aspect of the Settlement. Accordingly, Plaintiffs respectfully submit that the proposed form of Notice satisfies Due Process and Rule 42, and should therefore be approved.

VII. Proposed Timeline of Events

In conjunction with the order preliminarily approving the Settlement, Plaintiffs respectfully request the Court set deadlines for the following events and has proposed a schedule which is set forth below:¹

<u>Event</u>	<u>Deadline</u>
Notice and the Claim Form shall be mailed by first class mail to all Class Members (the “Notice Date”)	October 29, 2018
Summary Notice to be published in the Dallas Police and Fire associations’ websites, online at www.cityofdallasclaims.com , and local newspapers. Class Counsel shall place a copy of the Settlement documents on the its website.	November 5, 2018
Class Counsel to file affidavit of notice mailing and publication	November 12, 2018
Deadline for filing and serving all opening briefs and supporting documents in support of Applications	December 17, 2018
Deadline for submitting Requests for Exclusion	November 28, 2018

¹ Plaintiffs and the City agree to allow the Claims Administrator to adjust the proposed schedule so long as the sequencing of proposed deadlines remains the same.

Deadline for submitting any written objections	December 17, 2018
Deadline for filing and serving any responses or oppositions to any of the written objections	January 7, 2019
Deadline for filing and serving reply papers, if any, in further support of the objections or in response to any objections	January 14, 2019
Date of Settlement Fairness Hearing	January 24, 2019
Deadline for Class Members' submission of Proof of Claim and Release forms	January 28, 2019

VIII. DPEPS' Execution of the Agreement

DPFPS is a party to the Agreement. The details of this Settlement and the due process requirements of these Lawsuits proceeding to final Judgment do not require relief from nor relief in favor of DPFPS. The elements of the request for preliminary approval and each step in the process in advance of the final Judgment do not involve DPFPS. The Parties anticipate, based upon conferences among counsel, that DPFPS's counsel will recommend approval of the Agreement to DPFPS's Board of Trustees at the upcoming board meeting. The Parties agree that the due process steps should not be delayed in anticipation of DPFPS' execution of the Agreement. Therefore, in advance of the final execution of the Agreement by DPFPS this matter is presented to the Court for preliminary approval. The Agreement is otherwise fully executed.

IX. Conclusion

Based on the reasons discussed above, Plaintiffs respectfully request that the Court:

(1) grant preliminary approval of the proposed Settlement; (2) approve the forms for mailed and published notices; (3) authorize the mailing and publication of the notices; and (4) set a date and time for the fairness hearing with respect to (i) final approval of the proposed Settlement and entry of the proposed final Judgment, (ii) the Plan of Allocation and (ii) Class Counsel's application for an award of attorneys' fees and expenses and Incentive Compensation Awards to the class representatives.

Respectfully submitted,

TED B. LYON & ASSOCIATES, P.C.

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Additional Counsel for Plaintiffs and the Class

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this document (with accompanying exhibits) has been served upon all counsel of record in the manner indicated and via e-file, in accordance with the Texas Rules of Civil Procedure on this the 29th day of August, 2018.

- Richard A. Sayles (via e-mail dsayles@swtriallaw.com)
- Rob Sayles (via e-mail rsayles@swtriallaw.com)
- Leon Carter (via e-mail lcarter@carterarnett.com)
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By: /s/ Ted B. Lyon
TED B. LYON

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that counsel for Plaintiffs conferred with counsel for the City, the City Officials, and DPFPS regarding *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Notice of the Class*. Counsel for the City, City Officials, and DPFPS stated that they were unopposed to the relief requested herein.

/s/ Marquette Wolf
Marquette Wolf