

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

**ELAINE ANN GOLD, AMY JACOBSON
SHAYE, HEATHER HUNTER, and
RODERICK BENSON, on behalf of
themselves and all others similarly situated,**

Plaintiffs,

v.

**DEKALB COUNTY SCHOOL DISTRICT
and DEKALB COUNTY BOARD OF
EDUCATION,**

Defendants.

**CIVIL ACTION FILE
NO. 11-CV-3657-5**

FINAL JUDGMENT AND ORDER OF DISMISSAL

On July 9, 2020, this Court granted preliminary approval of the settlement of this class action set forth in the Stipulation and Agreement of Class Action Settlement, dated June 10, 2020 (the "Settlement Agreement"). Due and adequate notice was provided to the class pursuant to that order, including notice of the opportunity to opt out or object. This matter now comes before the Court on the application of the parties for final approval of the settlement. The Court has considered all papers filed and proceedings had herein and otherwise being duly informed in the premises and good cause appearing therefore, it is this 17th day of September, 2020,

ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this litigation and over all parties to this litigation, including all members of the Settlement Class.

2. The mailing of individual notice to each individual class member as specified in this Court's prior orders satisfies O.C.G.A. § 9-11-23, any other applicable law, and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the final approval hearing and the rights of all Settlement Class members have been provided to all people, powers, and entities, entitled thereto.
3. As to the Class, one class member filed a formal objection to the settlement and no class members appeared at the hearing to object to the settlement.
4. Members of the Settlement Class had the opportunity to be heard on all issues regarding the resolution and release of their claims by submitting objections to the Settlement Agreement to the Court.
5. Each and every objection to the settlement is overruled with prejudice.
6. The motion for final approval of the Settlement Agreement is hereby GRANTED, the settlement of the class action is APPROVED as fair, reasonable, and adequate, and the parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.
7. The Court hereby approves the settlement set forth in the Settlement Agreement and the Plaintiffs' Proposed Class Member Payment Formula, and finds that said settlement, Settlement Agreement, and Payment Formula are in all respects, fair, reasonable, and adequate to all members of the Settlement Class, which is defined in the Court's prior orders and includes:

Annual Contract Subclass

Each person – or his or her properly-designated beneficiary or beneficiaries – who was actively employed by the DeKalb County School District or DeKalb County Board of Education before July 27, 2009 on an annual contract basis and who did not receive TSA contributions after July 31, 2009 as a result of the July 27, 2009 elimination of TSA contributions.

At-Will Contract Subclass

Each person – or his or her properly-designated beneficiary or beneficiaries – who was actively employed by the DeKalb County School District or DeKalb County Board of Education before July 27, 2009 on an at-will contract basis or any basis other than an annual contract basis and who did not receive TSA contributions after July 31, 2009 as a result of the District’s suspension of TSA contributions.¹

8. The Lead Plaintiffs and members of the Settlement Class are hereby deemed conclusively to fully, finally, and forever discharge and release all claims, demands, actions or causes of action, rights, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever that have been or could have been asserted, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, that have been, could have been or in the future can or might be asserted in the Action or in

¹ For purposes of these class definitions, an employee will be considered to have been “actively employed before July 27, 2009” if either (a) they were already a participant in the Board TSA Plan as of that date, **or** (b) according to the District’s records, they have a Continuous Service Date before that date; **or** (c) they are in the specified group of employees who demonstrated during the notice period that they began their employment prior to July 27, 2009 and received a paycheck in August, and they have been expressly added to the class list maintained by the Class Administrator. An employee will be considered to have “not receive[d] TSA contributions after July 31, 2009 as a result of the District’s suspension of TSA contributions,” if, according to the District’s records, they were (a) in the category of employees subject to the suspension; (b) otherwise eligible for the Board TSA, **and** (c) received full time pay from the district between July 29, 2009, and January 31, 2016, without receiving their expected contributions.

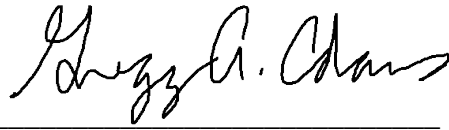
any court, tribunal, administrative agency or proceeding by or on behalf of any of the Lead Plaintiffs and any members of the Settlement Class who did not timely elect to opt out of the Settlement (whether for themselves and for their beneficiaries, assigns, agents, representatives, attorneys, heirs, executors, administrators, and privies), against the School District and its affiliates, agents, employees, officers, directors, attorneys, representatives, advisors, administrators, advisors or anyone acting on its behalf, which (a) arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Action, or which could have been alleged in the Action; (b) arise out of, are based on, or relate to or pertain to the School District's July 2009 decision to suspend certain employees' contributions to the Board TSA Plan; (c) arise out of, are based on, or relate to or pertain to the School District's payment and/or distribution of the Settlement Amount, including specifically any claims for contributions to the Teachers Retirement System of Georgia ("TRS") or the Employees' Retirement System of Georgia ("ERS") and any claims against TRS and ERS for failure to demand contribution from the School District. The release shall not, however, include claims to enforce this settlement.

9. Pending final determination of whether the Settlement Agreement should be approved, no Settlement Class member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the released claims against the released parties.

10. The application by Class Counsel for reimbursement of expenses and reasonable attorneys' fees is granted. Class counsel's request for fees and expenses are hereby found to be reasonable. Class Counsel shall be reimbursed for expenses in the amount of \$856,303.06. Class Counsel shall further recover fees in the amount of 33.0% of the Settlement Amount. Class Counsel shall recover such fees and expenses from the Settlement Amount as and in the manner described in the Settlement Agreement, such that from the First Funding Payment, Class Counsel shall recover expenses in the amount \$200,411.35 and fees in the amount of \$9,075,000, and from each of the subsequent Settlement Funding Payments, expenses in the amount of \$163,972.92 and fees in the amount of \$7,425,000.
11. The Court finds that \$25,000 shall be paid to each of the Lead Plaintiffs as an incentive award for their efforts in prosecuting this case. These awards shall be paid from the Settlement Amount as and in the manner described in the Settlement Agreement.
12. Pursuant to the Settlement Agreement, the Settlement Amount shall bear all notice costs, costs associated with payment of the settlement proceeds, Claims Administrator fees, Class Counsel's attorneys' fees and expenses, and incentive awards to the Lead Plaintiffs.
13. The Claims Administrator, in consultation with Class Counsel and in accordance with the Settlement Agreement and the Class Member Payment Formula, shall have final authority to determine the share of the Net Class Member Funds to be allocated to each Settlement Class member who did not make a valid and timely request for exclusion from the class.

14. This entire action is hereby dismissed with prejudice as to the Settlement Class members, and without taxable costs to the parties.
15. The Court reserves jurisdiction, without affecting the finality of this judgment, over:
 - a) Implementation of the Settlement;
 - b) Disposition of the Settlement Amount; and
 - c) Enforcing and administering the Settlement Agreement.
16. Upon entry of this order, all Settlement Class members who did not make a valid and timely request for exclusion from the class shall be bound by the Settlement Agreement as amended and by this Final Order and Judgment.
17. Any funds remaining in the Common Fund as described in paragraph 7(e) of the Settlement Agreement (“Remaining Funds”), will be distributed as follows:
 - a) After the First, Second, and Third Funding Payments, any Remaining Funds will remain in the Common Fund without any entitlement by the individual Settlement Class member and will be distributed as Net Class Member Funds in accordance with paragraph 7(b) of the Settlement Agreement; and
 - b) After the Fourth and Fifth Funding Payments, the Claims Administrator shall return any Remaining Funds to the DeKalb County School District. These two payments shall be made 240 days after the Fourth and Fifth Class Member Payment Dates, respectively.

IT IS SO ORDERED, this the 17th day of September, 2020.

A handwritten signature in black ink, appearing to read "Gregory A. Adams". The signature is written in a cursive style with a large initial "G".

Judge Gregory A. Adams
DeKalb County Superior Court