

EXHIBIT B

**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,

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

Plaintiffs,

v.

DEKALB COUNTY SCHOOL DISTRICT and
DEKALB COUNTY BOARD OF EDUCATION,

Defendants.

PLAINTIFFS' PROPOSED CLASS MEMBER PAYMENT FORMULA

Each Class Member who remains in the Class will receive their pro rata share of the settlement proceeds, taking into account the value of the alleged general damages for breach of contract. Specifically, pursuant to Paragraph 7 of the Settlement Agreement, Net Class Member Funds resulting from the Settlement will be distributed to each Class Member in accordance with that Class Members' calculated Pro Rata Percentage of the alleged damages. As specified in the Settlement Agreement, that percentage will be applied to the Net Class Member Funds before each of the five Class Member Payment Dates to arrive at the appropriate payment amount for each class member.

After the opt-out process is complete, for each Class Member who remains in the settlement, we will calculate his or her Pro Rata Percentage as follows:

- (a) Estimate the total dollar amount of his or her interest and TSA contributions between July 29, 2009 and June 30, 2012 ("Period 1 Individual Damages").
- (b) Calculate one third of the estimated total dollar amount of his or her interest and all TSA contributions between July 1, 2012, and January 29, 2016 (i.e. [the total estimated dollar amount of these contributions and damages] / 3) ("Period 2 Individual Damages").
- (c) "Individual Damages" shall be the sum of these two amounts (i.e. [Period 1 Individual Damages] + [Period 2 Individual Damages]).

1. Calculate the Total Class-Wide Damages by calculating the total dollar amount of all Individual Damages (i.e. [Total Period 1 Individual Damages] + [Total Period 2 Individual Damages] = [Total Class-Wide Damages]).
2. Calculate Each Class Member's Pro Rata Percentage of the Settlement by dividing each Class Member's Individual Damages by the Total Class Wide Damages (i.e. [Individual Damages] / [Total Class Wide Damages]).

With respect to the Period 2 Damages, the one-third discount reflects the relative litigation risk associated with the different categories of damages. The January 29, 2016, cut-off date is the date through which the District has provided payroll data. Given the litigation risk associated with damages after this date, and the fact that this cut off will not impact on the total amount of Class recovery, the benefit of collecting additional data would not be worth the significant delay and potential cost to the Class.