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**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.

NOTICE OF GOLD CLASS ACTION SETTLEMENT

A Georgia court authorized this notice.
This is not a solicitation from a lawyer.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT, OR DON'T ACT. READ THIS NOTICE CAREFULLY. These rights and options—and the deadlines to exercise them—are explained in this notice.

Summary of Your Legal Rights and Options in This Settlement:	
Do Nothing:	You will be paid a proportional share of the net settlement proceeds in accordance with the Distribution Plan and release certain claims. See sections 6 and 8 of this notice for more details.
Exclude Yourself	Get no payment. If you exclude yourself, you cannot object to the settlement, but you would not be barred by the settlement from bringing a suit of your own. See section 11 of this notice for more details.
Object:	Write to the Court about why you don't like the settlement and do not want it approved. Act by _____, 2020. See section 12 of this notice for more details.
Go to a Hearing:	Ask to speak in Court about the fairness of the settlement on _____, 2020. See section 14 of this notice for more details.

1. Why did I receive this notice?

You received this notice because it appears from DeKalb County School District's records that you are a member of a Class that is covered by this lawsuit and proposed settlement. The Plaintiffs have selected a third-party Administrator named American Legal Claim Services, who is not a Plaintiff or a Defendant, to provide this Notice to you, and to administer any monetary payments under the proposed settlement. The Court approved the Administrator.

2. What is this lawsuit about?

This lawsuit concerns the School District's alleged breach of a contract requiring two years' notice when the School District decided in July 2009 to suspend certain employer contributions to the DeKalb County, Georgia Board of Education Tax-Sheltered Annuity (TSA) Plan. The Plaintiffs filed the lawsuit on March 21, 2011, alleging that they should be entitled to various damages for breach of contract.

3. What has happened so far in the case?

The case has been actively and aggressively litigated for nine years. On June 26, 2017, the Superior Court granted summary judgment to the School District and dismissed the case. On June 1, 2018, the Georgia Court of Appeals held that the Superior Court "erred in granting the [School] District's motion for summary judgment and in denying the [Plaintiffs'] motion for summary judgment on the issue of liability for breach of the two-years' notice provision [and,] [c]onsequently . . . reverse[d] the court's judgment in this respect" and remanded the Action for further proceedings. *Gold v. DeKalb Cty. Sch. Dist.*, 346 Ga. App. 108, 115 (2018). On October 21, 2019, the Georgia Supreme Court held that it "disagree[d] with the Court of Appeals' analysis, [but] agree[d] with the court's ultimate conclusion . . . that the two-year notice provision became part of [Lead Plaintiffs'] employment contract" and therefore "agree[d] with the Court of Appeals, albeit for somewhat different reasons, that the trial court erred in granting [the School District's] motion for summary judgment and in denying [Lead Plaintiffs'] motion for summary judgment on the issue of liability for breach of contract." *DeKalb Cty. Sch. Dist. v. Gold*, 307 Ga. 330, 331, 338 (2019). The case was remanded for further litigation regarding class certification, damages, and other proceedings. On March 26, 2020, following additional briefing and an additional hearing, the Superior Court certified the following class:

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.

(collectively, the "Class"), and ordered that Class Representatives were approved to serve as representatives of the Class for purposes of the case, and further ordered that Roy E. Barnes and John F. Salter of The Barnes Law Group, LLC and Michael B. Terry, Jason J. Carter, and Naveen Ramachandrappa of Bondurant, Mixson & Elmore, LLP shall serve as **Class Counsel** for the Class.

4. Why is there a settlement?

The parties have agreed to settle the lawsuit because it is in the best interests of the students, teachers, and employees of the School District. The parties believe there are risks, uncertainty over the outcome, and potential delays involved in continuing litigation. The parties engaged in negotiations over several years, assisted

by professional mediators, and have agreed to a settlement to promptly provide effective relief to the Class. The Class Representatives and Class Counsel think the settlement is in the best interests of all Class Members.

5. What does the settlement provide?

The School District has agreed to pay one-hundred seventeen and a half million dollars (\$117,500,000.00) to settle the lawsuit, which will be paid into the Settlement Fund (as defined in the Settlement Agreement). The settlement proceeds will be paid by the School District and distributed to Class Members in five (5) annual installments. The settlement proceeds will be distributed to each Class Member based upon his or her share in accordance with a Distribution Plan that considers various factors, including the number of months the Class Member was employed by the School District during the Class Period, the timing of the Class Member's employment, and the Class Member's salary. The amount payable to each Class Member will vary based on these factors and it is possible some Class Members may receive little or no proceeds under the Distribution Plan. Class Counsel have hired a damages expert who will calculate the damages for each Class Member.

The Settlement Agreement, the Distribution Plan and other papers can be found at www.goldshayeclasseaction.com.

6. What am I giving up to accept the settlement?

If the Court approves the proposed settlement and it becomes final and judgment is entered, you will be releasing the School District and its affiliates, employees, and other related persons from any possible claims that could have been brought in the lawsuit and that relate to the School District's July 2009 decision to suspend contributions to the TSA Plan. The Settlement Agreement, including the full release language in paragraph 10, is available at www.goldshayeclasseaction.com. You may direct your questions to Class Counsel at no expense to you.

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

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. The hearing will be held on _____, 2020, at _____.m. in Courtroom _____. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement.

The Court has reserved the right to change the date and time of the Final Approval Hearing without further notice to the Class. The hearing may be held virtually. If you would like to attend or watch the hearing, please check the website www.goldshayeclasseaction.com for any changes of the hearing date, and instructions for remote access (if applicable).

8. How and when can I receive payment?

You do not need to do anything to receive payment. If the settlement is approved, and if you are entitled to receive money, five annual checks will be mailed to you at this same address, unless you provide updated contact information to the Administrator. If there is an appeal, then settlement checks will not be issued until the appeal is resolved and the order approving the settlement is approved by the appeals court.

9. Do I have a lawyer in this case?

The Court appointed Roy E. Barnes and John F. Salter of The Barnes Law Group, LLC and Michael B. Terry, Jason J. Carter, and Naveen Ramachandrapa of Bondurant, Mixson & Elmore, LLP to represent you and other Class Members. These lawyers are called Class Counsel. You will not be personally charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees and will seek reimbursement of their expenses incurred to prosecute this action and administer this settlement of no more than 33% of the Settlement Fund, and to seek an incentive award of up to twenty-five thousand dollars (\$25,000.00) to each of the Class

Representatives, all to be paid from the Settlement Fund. Attorneys' fees, expenses, and incentive awards will be determined by the Court following a hearing and will be based upon the evidence presented and legal principles that govern such awards. The Court may award less than the amounts requested. The School District has agreed not to oppose the application for attorneys' fees, expenses, and the incentive awards.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit to the Administrator at the address listed below, a written, signed, and dated statement that you are opting out of the Class and that you understand that you will receive no money from the Settlement of this Action. To be effective, this opt-out statement (i) must be received by the Administrator no later than _____, 2020, (ii) include your name and last four digits of your social security number, and (iii) must be personally signed and dated by you.

**Gold Shaye Class Action Settlement – Exclusions
Settlement Administrator
P.O. Box 23459
Jacksonville FL 32241**

The Administrator and Class Counsel will collect a list of the names of all persons who have requested exclusion by the deadline and provide to the Court for filing. You can't exclude yourself on the phone or by e-mail. If you are excluded, you will not get any settlement payment, you cannot object to the settlement, you will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) the School District in the future for these same claims, but your claims may be time-barred.

12. How do I object to the settlement?

If you are a Class Member, you can object to the settlement entirely or any portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter that includes certain information. This information is available online at www.goldshayeclassaction.com.

You must mail or electronically file the objection with the Clerk of the Court, _____, so that is received by the Clerk no later than _____, 2020.

13. Do I have to come to the hearing?

No, but you are welcome to come (or view virtually, if applicable) at your own expense. If you send an objection as described above, you don't have to come to Court. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not necessary.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by _____, 2020, by the Clerk of the Court at the address available online at www.goldshayeclassaction.com.

15. Are there more details about the settlement?

You may visit the website at www.goldshayeclassaction.com, where you will find copies of the Settlement Agreement and significant orders, as well as other information that may help you determine whether you are a Class Member and whether you are eligible for a payment. You may also call 1-800-566-0546 toll free, or write to Gold Shaye Class Action, c/o Settlement Administrator, P.O. Box 23459, Jacksonville, FL 32241.

PLEASE DO NOT CALL THE COURT WITH QUESTIONS