

RHODE ISLAND PUBLIC EMPLOYEES' RETIREE  
COALITION, et al,

*Plaintiffs,*

vs.

C.A. No. PC 15-1468

GINA RAIMONDO, in her capacity as Governor of the  
State of Rhode Island, et al,

*Defendants.*

---

**NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT OF CLAIMS  
RELATING TO RETIREMENT BENEFITS AND OF HEARING THEREON**

**THE SUPERIOR COURT FOR PROVIDENCE COUNTY, RHODE ISLAND, HAS AUTHORIZED THIS NOTICE. IT IS NOT A SOLICITATION OR ADVERTISEMENT FROM A LAWYER. NEITHER YOU NOR THE MUNICIPAL ENTITY YOU REPRESENT ARE NOT BEING SUED. YOU HAVE RECEIVED THIS NOTICE BECAUSE THE MUNICIPAL ENTITY YOU REPRESENT HAS BEEN IDENTIFIED AS A MEMBER OF THE CLASS INVOLVED WITH A CERTAIN LAWSUIT, AND THE PROPOSED SETTLEMENT OF THAT LAWSUIT, IF APPROVED, WILL AFFECT THE LEGAL RIGHTS OF THE MUNICIPAL ENTITY YOU REPRESENT. YOU SHOULD READ THIS NOTICE CAREFULLY.**

This Notice concerns the proposed settlement of a lawsuit (“the lawsuit”) pending in the Rhode Island Superior Court against Gina Raimondo in her capacity as Governor of the State of Rhode Island, Seth Magaziner in his capacities as General Treasurer of the State of Rhode Island and Chairperson of the Rhode Island Retirement Board, Frank J. Karpinski in his capacity as Secretary to the Retirement Board, the Employees’ Retirement System of the State of Rhode Island (“ERSRI”), the Rhode Island Retirement Board and municipalities that participate in municipal and teacher retirement programs administered by ERSRI (the “Municipal Entities”).

The lawsuit has been brought by a coalition of retirees, individual retirees, statewide labor organizations representing Rhode Island state employees, public school teachers and municipal employees, as well as individual state employees, teachers and municipal employees, to challenge statutes passed by the Rhode Island General Assembly in 2009, 2010, and 2011 (hereinafter “the Enactments”).

The 2009 and 2010 Enactments changed the way retirement benefits were to be calculated for current Rhode Island state employees and public school teachers, including modifying the time the employees would be eligible for the benefits, modifying the time the employees once retired would be eligible to receive “cost of living adjustments” (“COLAs”), and modifying both the method of calculation and the maximum amount of the COLA by imposing a statutory COLA “cap.”

The 2011 Enactment further changed the way retirement benefits were to be calculated for current Rhode Island state employees and public school teachers, including changes to the time the employees would be eligible for the benefits, lower benefits under the pension system, lower employee contributions under the pension system, addition of a defined contribution plan with both employee and employer contributions, modifications to the time the employees once retired would be eligible to receive COLAs, and more changes in both the method of calculation and the maximum amount of the COLA. The provisions of the 2011 Enactment were also applied to municipal programs administered under the Municipal Employees Retirement System (“MERS”) by ERSRI, affecting municipal employees, including education support professionals, and fire personnel. In addition, the 2011 Enactment provided that the new COLA would be suspended for any fund that was less than 80% funded according to professional standards, however, a COLA payment would be made once every five years until the fund was 80% funded.

The following cases were brought by these parties against in Rhode Island Superior Court in 2010 and 2012 to challenge the Enactments: C.A. 10-2859, 12-3166, 12-3167, 12-3168 and 12-3579. In March 2015, the parties agreed to a proposed settlement of these cases, subject to the Court’s approval. The proposed settlement would end the litigation in all cases as described below. In April 2015, the Court entered an order certifying the lawsuit as a class action. The parties are now seeking to have the proposed settlement of the class action (the “Proposed Settlement”) approved by the Court.

This Notice provides a summary of the impact that the Proposed Settlement will have on the rights of the municipal entity you represent. If you do not understand the information in this notice, you should follow the enclosed instructions for obtaining additional information or consult with an attorney.

<b>SUMMARY OF THE MUNICIPAL ENTITY’S RIGHTS AND OPTIONS</b>		
<b>THE MUNICIPAL ENTITY’S OPTIONS</b>	<b>RESULT</b>	<b>DUE DATE</b>
<b>ACCEPT THE PROPOSED SETTLEMENT</b>	Because the Court has already included the municipal entity you represent in the Defendant Class, the municipal entity is automatically <b>included</b> in the Proposed Settlement. The municipal entity you represent does not need to do anything to participate in the Proposed Settlement if approved by the Court. See Questions 5 through 6 for more information.	None
<b>COMMENT ON OR OBJECT TO THE PROPOSED SETTLEMENT</b>	If the municipal entity you represent wants to be heard by the Court regarding the terms of the Proposed Settlement, it may tell the Court why it likes or does not like the terms of the Proposed Settlement. Instructions for giving a comment or objection are described later in this Notice. See Question 13 for more information.	May 15, 2015
<b>APPEAR AT “FAIRNESS HEARING”</b>	If the municipal entity you represent has filed a written comment or objection by May 15, 2015, and wishes to be heard by the Court, a representative of the municipal entity with authority to speak on its behalf may appear in person at the “Fairness Hearing” on May 20, 2015. See Questions 14 through 17 for more information.	May 20, 2015

## CONTENTS OF THIS NOTICE

### **Case Information**

1. What is the purpose of this Notice?
2. What is this lawsuit about?
3. What is a class action lawsuit?
4. Why is there a Proposed Settlement?

### **Those Who are Included in the Proposed Settlement**

5. Is the municipal entity part of the Defendant Class?
6. Is the municipal entity included in the Proposed Settlement?

### **Proposed Settlement Terms**

7. What are the terms of the Proposed Settlement with respect to the Enactments?
8. What are the benefits of the Proposed Settlement?
9. What happens if the Proposed Settlement is approved?
10. How does the municipal entity accept the Proposed Settlement?

### **Participation in the Defendant Class and the Proposed Settlement**

11. Can the municipal entity get out of the Proposed Settlement if it doesn't like it?

### **The Lawyers Who Are Representing the Municipal Entity**

12. Does the municipal entity have a lawyer representing it in this case?

### **Supporting or Objecting to the Proposed Settlement**

13. How does the municipal entity tell the Court that it likes or does not like the Proposed Settlement?

### **Fairness Hearing**

14. What is the Fairness Hearing?
15. When and Where will it Occur?
16. Does a representative of the municipal entity have to attend the Fairness Hearing?
17. May a representative of the municipal entity speak at the Fairness Hearing?

### **If the Municipal Entity does Nothing**

18. What happens if the municipal entity doesn't do anything?

### **More Information**

19. Where can the municipal entity get more information?
20. What happens after the Fairness Hearing?

## Case Information

### **1. What is the purpose of this Notice?**

A class action lawsuit has been filed in the Superior Court for the State of Rhode Island concerning statutes of the State of Rhode Island (“the Enactments”) which affected the way retirement eligibility and benefits are calculated for current state employees, public school teachers, and certain municipal employees participating in a municipal plan administered by the ERSRI and which modified and in many cases suspended the COLAs paid to individual retirees (or their beneficiaries) who had already retired. This suit is called *Rhode Island Public Employees’ Retiree Coalition, et al. v. Raimondo, et al.*, No. PC 2015-1468, and concerns the Enactments.

The Court has certified the lawsuit to proceed as a class action for settlement purposes and has certified the following Defendant Class:

**DEFENDANT CLASS.** All municipal entities that participate in the Municipal Employees Retirement System (“MERS”) and all municipal entities that employ teachers who participate in the state employees and teachers’ Employees Retirement System (“ERS”).

You are receiving this Notice because the municipal entity you represent is a member of the Defendant Class (“Defendant Class Member”) involved in this lawsuit.

The Superior Court for Providence County, Rhode Island, authorized this Notice. As a Defendant Class Member, the municipal entity you represent has the right to know about the class action lawsuit and the Proposed Settlement agreed to by the parties to the lawsuit. As a Defendant Class Member, the municipal entity you represent has options that it may exercise before the Court decides whether to approve the Proposed Settlement. The municipal entity’s legal rights will be impacted depending on the option it chooses.

This Notice is to explain the lawsuit, the Proposed Settlement, and legal rights of the municipal entity you represent and how to exercise them.

### **2. What is this lawsuit about?**

The lawsuit is about changes made to retirement benefits. The changes that were made by the Enactments are more fully described on pages 1 and 2.

### **3. What is a class action lawsuit?**

In a class action lawsuit, one or more persons called class representatives sue on behalf of other people who all have similar claims. The people who all have similar claims are called the class or class members. Sometimes, in a class action lawsuit, one or more people or entities may be sued as representatives of other people or entities who are similarly situated and have similar defenses. These persons or entities are called “Defendant Class Representatives.” The people or entities who are similarly situated and have similar defenses are called the “Defendant Class” or “Defendant Class Members.” The lawyer who represents the Defendant Class is

called “Defendant Class Counsel.” In a class action lawsuit, all factual questions and legal issues are resolved together for everyone in the class in one case. Once the Court issues a final judgment in the class action lawsuit, that judgment will be binding on all class members.

#### **4. Why is there a Proposed Settlement?**

The Court has not decided in favor of either the Plaintiffs or the Defendants in this case. Instead, all parties have agreed to a Proposed Settlement. By settling the claims, the parties can avoid the cost and uncertainty of a trial and can resolve this lawsuit in a way that will benefit both parties. The Defendant Class Representatives and Defendant Class Counsel in this case think that this Proposed Settlement is the best result for all the municipal entities that are members of the Defendant Class.

### **Those Who Are Included in the Proposed Settlement**

#### **5. Is the municipal entity part of the Defendant Class?**

According to the order of the Court, the municipal entity you represent is part of the Defendant Class if it falls within the group described in Section 1 above.

#### **6. Is the municipal entity included in the Proposed Settlement?**

As a Defendant Class Member, the municipal entity you represent will be included in the Proposed Settlement and requirements and benefits will apply to it if the Court approves the Proposed Settlement.

### **Proposed Settlement Terms**

#### **7. What are the terms of the Proposed Settlement with respect to the Enactments?**

A summary of the terms of the Proposed Settlement pertaining to the Enactments follows. **THE COMPLETE TERMS AND SETTLEMENT AGREEMENT ARE POSTED ON THE RETIREMENT BOARD WEBSITE: <http://content.ersri.org/settlement/>**

- Except as modified by the terms of the Proposed Settlement, the Enactments shall remain in full force and effect.
- The terms of the Proposed Settlement will be adopted by the State through legislation. This action may take place before or after the Court considers the Proposed Settlement, but the passage of the legislation is a condition which must be accomplished in order for the Proposed Settlement to be implemented.
- All terms are effective July 1, 2015, except as otherwise provided.

#### **I. Cost of Living Adjustments (“COLA”) and Other Payments:**

##### **A. A One-Time COLA.**

A one-time COLA will be paid to retirees (or their beneficiaries) who participate in a COLA program and who retired on or before June 30, 2012:

Effective for members and/or beneficiaries of members who retired on or before June 30, 2012, a one-time COLA payment of 2% applied to first \$25,000 of pension benefit (that is, up to \$500) will be paid and that amount will be added to the retiree's base benefit. Payment is to be made as soon as administratively reasonable following the passage of the legislation based on the amount of benefit payable on the effective date of the legislation. The one-time COLA will be paid to all members who participate in a COLA program and who retired on or before June 30, 2012, without regard to any other eligibility requirement (such as age or number of years since retirement).

## **B. Changes to Regular COLA.**

- i. For Funds that are not already 80% funded, the Settlement shortens the time intervals between suspended COLA payments from once every 5 years to once every 4 years:

Under the 2011 Enactment, the regular annual COLA will be applied only when the funding level reaches 80%. The Settlement will not change that. For MERS plans, the COLA for each MERS unit will continue to be separately evaluated as to achievement of 80% funding level. For State Employees and Teachers, the 80% will continue to be calculated on an aggregate basis with Judicial Retirement Benefits Trust and State Police Retirement Benefits Trust. For funds which have not reached 80% funding level, there will be a COLA calculation and payment, if any, due every four years until the plan reaches 80% funding, with clarification that first 4th year (for those pension funds having not yet met 80% funding) will be the calendar year commencing January 2017.

- ii. The Settlement improves the COLA limitation for current retirees whose COLA is suspended:

Under the 2011 Enactment, the COLA is calculated on the first \$25,000 of retirement benefits. For members and/or beneficiaries retired as of June 30, 2015 in a plan that is not 80% funded, the \$25,000 COLA cap will be increased to \$30,000 for so long as the plan remains under 80% funded.

For members and/or beneficiaries retired on or after July 1, 2015, and/or for members and/or beneficiaries in a plan that is more than 80% funded regardless of retirement date, the COLA will remain payable on the first \$25,000 of the member and/or beneficiary's benefit.

- iii. The Settlement requires a more favorable indexing of COLA Cap for all current and future retirees: The \$25,000 or \$30,000 COLA cap will be reviewed every year. If the COLA formula under the Settlement produces a positive number, the cap will be adjusted upward even if no COLA is paid because the funding level is less than 80%.
- iv. The Settlement requires the use of a COLA calculation more likely to produce a positive number for all current and future retirees: The formula imposed by the 2011 Enactment will be used to calculate only one-half of the COLA. Thus, 50% of the COLA will be calculated using a calculation of investment returns (minimum of 0%, maximum of 4%), and 50% of COLA will be calculated using the previous year's Consumer Price Index-Urban ("CPI-U") (minimum of 0%, maximum of 3%) for a total maximum COLA of 3.5%, effective for calendar years following July 1, 2015. The COLA Formula will be calculated annually, regardless of funding level, and will

never produce a number less than 0.0%. The COLA, when paid, will be compounded for all receiving COLA (this includes all MERS units entitled to a COLA through MERS under the 2011 Enactment).

**C. Additional Payments to current retirees (these are not COLAs and are not added to future base benefits).**

Two payments for retirees (or their beneficiaries) who have or will have retired on or before June 30, 2015:

- i. a one-time five hundred dollar (\$500.00) stipend (not added to COLA base) shall be payable within sixty (60) days following the enactment of the legislation; and
- ii. a second one-time five hundred dollar (\$500.00) stipend (not added to COLA base) shall be payable one year later.

(These payments are not limited to retirees receiving a COLA.)

**II. Terms Applicable to State Workers, Teachers and General MERS:**

The following applies in addition to the improvements in the calculation of the COLA described in Section I(B)(i)-(iv) above.

**A. The Settlement adds another calculation to reduce the minimum retirement age.**

Under the 2011 Enactment, the minimum retirement age was increased to 67 with 5 years of service. (Many employees were “grandfathered” in with a lower minimum retirement age. **The Settlement does not change that.**) The Settlement adds another calculation, applicable to all current and future employees. Employees shall be eligible to retire upon the attainment of age 65 with at least thirty (30) years of service, age 64 with at least thirty-one (31) years of service, age 63 with at least thirty-two (32) years of service, or age 62 with at least thirty-three (33) years of service, or, if earlier, under their eligible retirement date under the 2011 Enactment.

**B. The Settlement improves the available accrual rate for employees with 20 years or more of service as of 6/30/12.**

- i. These employees will stay in the defined benefit plan, and, effective July 1, 2015, the accrual increases from 1% to 2% per year. For this accrual, employees in general MERS will pay an additional 2.25% (new contribution amount will be either 8.25% or 9.25%, depending on whether the unit has a COLA). State workers and teachers will increase their contribution to 11%. (This provision does not apply to correctional officers.)
- ii. They will not participate in defined contribution plan after July 1, 2015. They will continue to own the individual accounts created by the Rhode Island Retirement Security Act (“RIRSA”) and funded through July 1, 2015.

**C. For employees with 10 or more years of service (but less than 20) as of June 30, 2012, the Settlement requires increased contributions by the employer to Defined Contribution Plan.**

- i. Where the employee has at least 10 but fewer than 15 years of service as of 6/30/12: effective July

1, 2015, the employer will contribute 1.25% (3.25% for employees without Social Security) to defined contribution plan [i.e., +0.25%].

ii. Where the employee has at least 15 but fewer than 20 years of service as of 6/30/12: effective July 1, 2015, the employer will contribute 1.50% (3.5% for employees without Social Security) to defined contribution plan [i.e., +0.50%].

**D. For employees participating in the Defined Contribution Plan who make \$35,000 or less, the administration fee will be waived.**

**E. For part-time employees, the 2011 Enactment imposed an “anti-spiking” rule.**

The Settlement adds another calculation designed to limit the impact of that rule. Under the Settlement, if the highest 5-year average salary calculation is less than \$35,000, the pension will be based on the higher of the following two calculations:

- Highest 10-year average earnings, or
- Highest 5-year average earnings with a \$35,000 cap

**III. The Settlement Makes Changes Applicable to MERS Firefighters (excluding Cranston Fire Personnel):**

The following applies in addition to the improvements in the calculation of the COLA described in Section I(B)(i)-(iv) above.

**A. The Settlement lowers the age and service requirements for retirement.**

Effective July 1, 2015 firefighters can retire with their full benefit if they are 50 years old and have at least 25 years of service or at any age if they have at least 27 years of service. Firefighters will pay an additional 2% employee contribution (that is, 9% for those not participating in MERS COLA, and 10% for those who do participate in MERS COLA) effective July 1, 2015.

**B. The Settlement increases the accrual rate for Firefighters who retire at age 57 with 30 years of service.**

They will accrue 2.25% per year for all years of service not already accrued at a higher rate.

**IV. The Settlement Makes Changes Applicable to State Correctional Officers:**

**A. The Settlement increases the accrual rate for correctional officers with fewer than 25 years of service as of 6/30/12 as follows:**

Year 31	additional 1% accrual
Year 32	additional 1% accrual
Year 33	additional 1% accrual
Year 34	additional 1% accrual
Year 35	additional 1% accrual

**V. The Settlement reduces the impact of an early retirement.**

Under the 2011 Enactment, employees with 20 or more years of total service who are within 5 years of their eligible retirement age/date may retire early, but their benefit will be reduced. The Settlement replaces the required actuarial reduction with the following formula, applicable to all categories of current employees, calculated as follows:

- Nine (9) percent Year 1
- Eight (8) percent Year 2
- Seven (7) percent Year 3
- Seven (7) percent Year 4
- Seven (7) percent Year 5

These numbers are cumulative, so that a one-year reduction causes a 9% reduction, two years is 17% (that is, 9 plus 8), and so on (to a maximum of 38% reduction for retiring 5 years early).

**VI. The Settlement Allows Municipalities to “re-amortize.”**

The amortization schedule applicable to employers participating in MERS commencing with fiscal year 2017 shall be extended to twenty-five (25) years in accordance with the statutory amortization methodology, provided that employers shall have the one-time option before August 1, 2015 to select no re-amortization or a re-amortization period shorter than twenty-five (25) years. The amortization schedule applicable to the municipal contribution responsibility for 60 percent of contributions to teacher pensions commencing with fiscal year 2017 shall be extended to twenty-five (25) years in accordance with the statutory amortization methodology.

**VII. The municipalities will be required to implement the changes in anticipation of passage of the Legislation effective July 1, 2015.**

Under the Settlement Agreement, municipal employers shall be required to make payroll changes in anticipation of a July 1, 2015 effective date. However, because the Settlement requires passage of the Legislation, if the Legislation is not enacted, municipal employers have until August 15, 2015 to correct those changes.

**VIII. Other than those proposed legislative changes, all other legislative provisions in the 2011 Enactment as it presently exists shall remain the same.**

**8. What are the benefits of the Proposed Settlement?**

The Proposed Settlement will eliminate the risk that an adverse court decision will take away the substantial savings the Municipal Entities received under RIRSA. Further, extending the amortization schedule to 25 years for employers participating in MERS, or the municipal portion of the teacher pension, will ameliorate the immediate financial impact to the Municipal Entities.

## **9. What happens if the Proposed Settlement is approved?**

If the Proposed Settlement is approved, the municipal entity you represent will be bound by the terms of the Proposed Settlement and the Final Judgment that implements it.

## **10. How does the municipal entity accept the Proposed Settlement?**

The municipal entity you represent does not need to do anything to accept the Proposed Settlement. It is already a Defendant Class Member. If the Proposed Settlement is approved by the Court, the municipal entity you represent will receive the applicable benefits of the new legislation.

## **11. Can the municipal entity get out of the Proposed Settlement if it doesn't like it?**

The municipal entity you represent cannot elect to get out of the settlement if it does not like it. The municipal entity you represent can present an objection to the Court explaining its opposition and why it believes that it should not be approved for anyone. Those steps are described in Question 13.

### **The Lawyers Who Are Representing the Municipal Entity**

## **12. Does the municipal entity have a lawyer representing it in this case?**

Yes. The Court has appointed Marc DeSisto, Esq. and Gerald Petros, Esq. as Defendant Class Counsel in this case. The Court has determined that each such attorney has experience in handling such complex municipal matters and is qualified to represent the interests of the Defendant Class in this lawsuit. As Defendant Class Counsel, each attorney is required to represent the interests of the Defendant Class in this lawsuit.

### **Supporting or Objecting to the Proposed Settlement**

## **13. How does the municipal entity tell the Court that it supports or opposes the Proposed Settlement?**

The municipal entity you represent can tell the Court why the Proposed Settlement should, or should not, be approved. The municipal entity you represent may submit a comment telling the Court that it likes the Proposed Settlement and that it thinks it should be approved. The municipal entity you represent may also object to the Proposed Settlement by telling the Court that it does not like the Proposed Settlement and does not think it should be approved. The Court will consider comments and objections from Defendant Class Members. The municipal entity you represent is not required to submit any comments or objections.

To comment on or object to the Proposed Settlement, the municipal entity you represent must send a letter or have its attorney send a letter on its behalf. The letter **must** include the following information:

- the writer's full name, mailing address, title and email address where available;
- the municipal entity on whose behalf the letter is written and a statement that sets forth the basis for his or her authority to speak on behalf of the municipal entity;
- a statement that the writer is commenting on or objecting to the Proposed Settlement in *Rhode Island Public Employees' Retiree Coalition, et al. v. Raimondo, et al.*, No. PC 2015-1468;
- the factual and/or legal reasons for the comment or objection to the Proposed Settlement;
- any documents supporting the comment or objection;

- state whether the writer would like to speak at the Fairness Hearing (see Question 17 below); and
- the writer’s signature or that of the municipal entity’s attorney.

**The deadline to submit a comment or objection is May 15, 2015.** Comments or objections must be mailed to the Honorable Sarah Taft-Carter, with a copy to Defendant Class Counsel at the addresses listed below so that it is received no later than May 15, 2015.

COURT	DEFENDANT CLASS COUNSEL
The Hon. Sarah Taft-Carter Providence County Superior Court 250 Benefit Street Providence, Rhode Island 02903	Marc DeSisto, Esq. DeSisto Law 211 Angell Street Providence, RI 02906

The letter must include a reasonable basis for commenting on or objecting to the Proposed Settlement. The Court may reject any comments or objections that it deems frivolous or that are made for an improper purpose.

The municipal entity you represent is not required to submit a comment or objection and, if it does not submit a letter, Defendant Class Counsel will still represent the collective interests of the Defendant Class. If the municipal entity chooses not to submit a comment or objection, it will waive its right to be heard individually at the Fairness Hearing on whether to approve the Proposed Settlement and any right of appeal that it may have.

**Fairness Hearing**

**14. What is the Fairness Hearing?**

The Fairness Hearing is a session of the Court during which the Court will hear arguments from the lawyers for the parties, and possibly from Defendant Class Members, on whether the Court should approve the Proposed Settlement. At this hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may or may not choose to hear testimony and receive additional evidence to help the Court make its decision.

After the Fairness Hearing, the Court will decide whether to approve the Proposed Settlement. There is no specific deadline for the Court to issue its decision.

**15. When and Where will it Occur?**

The Fairness Hearing will take place on **May 20, 2015 at 9:30 a.m.** at the address below:

**Providence County Superior Court, Licht Judicial Complex, Courtroom 11  
250 Benefit Street, Providence, Rhode Island 02903**

**16. Does a representative of the municipal entity have to attend the Fairness Hearing?**

No. Defendant Class Counsel will answer any questions that the Court has and will make arguments on behalf of the entire Defendant Class. Even though a representative of the municipal entity is not required to attend, a

representative of the municipal entity may come to the hearing at the municipal entity's own expense. If the municipal entity sends a comment or an objection, it does not have to attend the hearing. As long as comments or objections are made according to the requirements of Question 13, the Court will consider it. The municipal entity may also pay its own lawyer to attend, but it is not necessary.

### **17. May a representative of the municipal entity speak at the Fairness Hearing?**

An authorized representative of the municipal entity or the municipal entity's attorney may ask the Court's permission to speak at the hearing concerning the Proposed Settlement. To do so, the municipal entity must send a notice that its authorized representative or its attorney would like to speak by May 15, 2015. The required content of the notice to speak at the Fairness Hearing is outlined in answer to Question 13.

The municipal entity must mail its notice to the Honorable Sarah Taft-Carter with a copy to Defendant Class Counsel at the addresses listed in Question 13 so that it is received no later than May 15, 2015.

If the municipal entity sends a comment or objection, it may combine this notice and its comment or objection by including this notice in its letter (See Question 13).

### **If the Municipal Entity Does Nothing**

### **18. What happens if the municipal entity doesn't do anything?**

The municipal entity will remain a Defendant Class Member and will be included in the Proposed Settlement if it is approved. See Question 9 for more information.

### **More Information**

### **19. Where can the municipal entity get more information?**

**THE FOREGOING IS ONLY A SUMMARY OF THE LAWSUIT, THE CLAIMS AND THE SETTLEMENT. THE COMPLETE TERMS AND SETTLEMENT AGREEMENT ARE POSTED ON THE RETIREMENT BOARD WEBSITE: <http://content.ersri.org/settlement/>**

The municipal entity may obtain more information concerning this Proposed Settlement and the lawsuit by contacting Defendant Class Counsel at: [marc@desistolaw.com](mailto:marc@desistolaw.com)

### **20. What happens after the Fairness Hearing?**

Assuming the Court approves the Proposed Settlement at the hearing, a Final Judgment approving the Proposed Settlement for all Defendant Class Members will be entered upon the enactment into law of the Legislation which is part of the terms of the Proposed Settlement. If the Legislation is not enacted, then the Proposed Settlement will not be implemented and the original lawsuits will proceed.