



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 18, 2013

Ordinance 17537

Proposed No. 2013-0025.1

Sponsors Gossett

1 AN ORDINANCE relating to the class action settlement
2 agreement negotiated by and between King County and
3 plaintiffs in Dolan v. King County; approving and adopting
4 the agreement and directing the executive to implement the
5 terms of the agreement.

6 BE IT ORDAINED BY THE COUNTY COUNCIL OF KING COUNTY:

7 SECTION 1. The class action settlement agreement negotiated by and between
8 King County and the plaintiffs in Dolan v. King County, Pierce County Superior Court
9 Cause No. 06-2-04611-6, attached hereto and by this reference made a part hereof, is
10 hereby approved and adopted. Litigation counsel for King County is authorized to sign
11 the settlement agreement on behalf of King County.

12 SECTION 2. Upon final approval of the class action settlement agreement by the

13 Pierce county superior court, the executive is directed to implement the terms of the
14 settlement agreement.
15

Ordinance 17537 was introduced on 1/14/2013 and passed by the Metropolitan King County Council on 3/18/2013, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr.
Dembowski
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 20 day of MARCH, 2013.



Dow Constantine, County Executive

Attachments: A. Dolan Settlement Agreement NO. 06-2-04611-6

17537

The Honorable John R. Hickman

SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

KEVIN DOLAN and a class of similarly situated individuals,)	NO. 06-2-04611-6
)	
)	
Plaintiffs,)	
)	
v.)	
)	
KING COUNTY, a political subdivision of the State of Washington,)	
)	
Defendant.)	
)	

SETTLEMENT AGREEMENT

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I. INTRODUCTION AND SUMMARY OF PROCEEDINGS

3 1. This Settlement Agreement is made under Civil Rule 23(e) to settle the class
4 action of *Dolan v. King County*, Pierce Co. No. 06-2-04611-6. The proceedings leading up to
5 this settlement are summarized below.

6 2. In January 2006, Kevin Dolan filed this class action lawsuit against King County
7 on behalf of the lawyers and the staff of the King County public defense agencies. (The class is
8 defined in ¶ 51.) Dolan alleged that King County breached its duty to enroll the lawyers and
9 staff of the King County public defense agencies in the Public Employees' Retirement System
10 (PERS) and that King County failed to pay required PERS contributions to the Department of
11 Retirement Systems (DRS).

12 3. In March 2006, King County filed its Answer, which denied liability and denied
13 that Plaintiffs were due any relief. King County asserted, among other things, that it had no
14 obligation to enroll the lawyers and staff of the King County public defense agencies in PERS
15 or to make contributions to PERS on their behalf because the lawyers and staff of the King
16 County public defense agencies were not employees of King County and were instead
17 employees of those non-profit corporations that provided public defense services as
18 independent contractors to King County.

19 4. In July 2006, the parties agreed on, and Superior Court Judge John R. Hickman
20 signed, an order revising the case schedule reflecting the parties' agreement that the case would
21 be addressed in three phases (1) class certification, (2) liability, and (3) if necessary, relief.

22 5. In August 2006, King County amended its Answer to add a counterclaim, which
23 sought reimbursement from the Plaintiff and the members of the Class for monetary
24 contributions that King County might have to pay to PERS on their behalf due to the litigation.

25 6. In August 2006, plaintiffs filed a motion to certify the class. King County did
26 not oppose certification of the class. In September 2006 the Court certified a class defined as:
27

1 All W-2 employees of the King County public defender agencies and any
2 former or predecessor King County public defender agencies who work or
3 have worked for one of the King County public defender agencies within three
4 years of the filing of this lawsuit.

5 7. The August 2006 order expressly reserved for future briefing and argument
6 certain issues pertaining to class certification. One of the reserved issues was whether the class
7 should include individuals who had not worked at a public defense agency within three years
8 prior to the filing of the lawsuit, but who had worked in a PERS-eligible job in that period. The
9 parties called this group of individuals the "Reserved Group," defined as:

10 All W-2 employees of the King County public defender agencies and any
11 former or predecessor King County public defender agencies who have not
12 worked for one of the King County public defender agencies within three years
13 of the filing of this lawsuit but who work or have worked in a PERS-eligible
14 position within three years of the filing of this lawsuit.

15 8. In September 2006, plaintiffs filed a motion to dismiss King County's
16 counterclaim, which King County opposed.

17 9. In October 2006, the Court granted in part and denied in part (without prejudice)
18 plaintiffs' motion to dismiss the counterclaim.

19 10. In November 2006, plaintiffs filed their answer to King County's counterclaim.

20 11. In December 2006 and January 2007, the parties filed motions regarding class
21 certification and the statute of limitations. King County filed a motion requesting that any class
22 certification be under CR 23(b)(3), with Class Members having a right to opt out of the
23 litigation. Plaintiffs filed a motion to certify the class under CR 23(b)(1) and/or (b)(2) without
24 opt outs.

25 12. In December 2006, King County filed a motion for partial summary judgment
26 on the statute of limitations. King County sought a ruling that even if plaintiffs' claim were
27 successful, the statute of limitations would limit their claim to three years from the date of
filing the complaint. The complaint was filed on January 24, 2006 and thus under King
County's motion the class could not obtain relief for service in any time period before

1 January 24, 2003. Plaintiffs opposed King County's motion, arguing that the statute of
2 limitations does not begin to run until a Class Member's retirement.

3 13. In February 2007, the Court issued a letter decision, which denied King
4 County's motion on the statute of limitations. The Court said it was premature to decide the
5 issue at that point and reserved ruling on the statute of limitations until after liability was
6 decided.

7 14. In the Court's February 2007 letter decision, the Court denied King County's
8 request to certify the class under CR 23(b)(3) with opt-outs. The Court said it would certify the
9 class under CR 23(b)(1) and (b)(2) without pre-liability notice to the class and it would reserve
10 the issue of notification pending a decision on liability.

11 15. In May 2007, the parties agreed on, and the Court issued, an order revising the
12 case schedule. Under the revised case schedule the parties agreed to resolve whether the
13 "Reserved Group" should be part of the class after liability was decided. The parties also
14 agreed to a case schedule for resolving liability. The parties agreed to file dispositive motions
15 on liability in February 2008, and this date was later moved by agreement to May 2008.

16 16. After the Court entered the order revising the case schedule, the parties engaged
17 in extensive investigation and discovery concerning the issues relating to liability. In response
18 to plaintiffs' written discovery, King County provided plaintiffs more than 60,000 pages of
19 documents concerning the public defense agencies, which was in addition to the more than
20 10,000 pages King County has provided plaintiffs in response to public record requests.

21 17. King County submitted written discovery to plaintiff Kevin Dolan and took
22 numerous depositions. The individuals deposed included Kevin Dolan, David Chapman, Bob
23 Boruchowitz, Anne Daly, Eileen Farley, Floris Mikkelson, Jeff Robinson, Tom Schwanz,
24 Bruce Erickson, Rachel Levy, and Terry Howard. King County also sought records from the
25 public defense agencies.

26 18. In June 2008, the parties filed cross-motions for summary judgment on liability.
27 The parties' motions were supported by evidence in the form of deposition testimony,

1 declarations, and exhibits. There were about 6,000 pages of testimony and exhibits. The
2 County submitted about 1,400 pages of deposition testimony from 11 witnesses and
3 declarations from seven witnesses. Those depositions and declarations incorporated about
4 2,700 pages of exhibits. Plaintiffs submitted lengthy declarations from numerous witnesses
5 with nearly 2,000 pages of exhibits.

6 19. In July 2008, after oral argument, the Court issued its written decision on the
7 parties' cross-motions for summary judgment on liability. The Court said that there were
8 material issues of fact for a jury to decide and it therefore denied the motions.

9 20. In August 2008, the parties moved for reconsideration of the Court's order
10 denying summary judgment or, in the alternative, for a trial before the Court on the summary
11 judgment record.

12 21. The Court denied the parties' motions for reconsideration, but agreed to conduct
13 a trial on the written summary judgment record. The Court ordered that the matter would be
14 tried without a jury, and the parties had one month to submit witness and exhibit lists, and to
15 prioritize the evidence on which they relied.

16 22. In September and October 2008, the parties submitted witness lists and
17 additional briefs concerning the evidence.

18 23. In November 2008, the trial on the record occurred on two days. The parties
19 made opening and closing arguments concerning the evidence and law.

20 24. In February 2009, after the trial and the Court's review of the extensive
21 stipulated written record, the Court issued a 24-page written decision in plaintiffs' favor.

22 25. In March 2009, plaintiffs filed a motion for entry of findings of fact, conclusions
23 of law, and a permanent injunction requiring King County to enroll the Class Members in
24 PERS. King County opposed plaintiffs' motion.

25 26. In March 2009, King County filed a notice for discretionary review to the
26 Supreme Court. King County also filed a motion for entry of judgment, certification of the
27 issues for appeal, and a stay pending appeal.

1 27. In April 2009, the Court entered a permanent injunction requiring King County
2 to enroll then employed Class Members and future employed Class Members in PERS.

3 28. In April 2009, the Court certified its decision on liability for appeal under Rule
4 of Appellate Procedure 2.3(b)(4) because the matter involved a controlling issue of law as to
5 which there was substantial ground for a difference of opinion and the Court stayed its
6 permanent injunction pending the resolution of any appellate proceedings.

7 29. The Court did not sign plaintiffs' initial proposed findings of fact and
8 conclusions of law, asking plaintiffs to prepare a shorter set of findings. In May 2009 plaintiffs
9 submitted a second set of proposed findings and conclusions, which the County again opposed.

10 30. In May 2009, King County submitted its own proposed findings and
11 conclusions, which plaintiffs opposed.

12 31. In May 2009, King County filed a motion for discretionary review in the
13 Washington State Supreme Court.

14 32. In June 2009, the Court adopted plaintiffs' proposed findings of fact and
15 conclusions of law with changes.

16 33. In June 2009, the Washington State Attorney General office filed an *amicus*
17 *curiae* memorandum in support of King County's motion for discretionary review.

18 34. In June 2009, Plaintiffs filed their Answer to King County's motion for
19 discretionary review in the Supreme Court. Plaintiffs also responded to the Attorney General's
20 *amicus curiae* memorandum.

21 35. In June 2009, the Supreme Court granted discretionary review of the Court's
22 decision on liability.

23 36. In 2009 and 2010, the parties both filed briefs and various motions in the
24 Supreme Court.

25 37. The Washington State Attorney General filed an *amicus curiae* brief on the
26 merits in support of King County and against the plaintiffs. The plaintiffs filed an Answer to
27 the Attorney General's brief and objected to King County's Answer to the brief.

1 38. In August 2011, the Washington Supreme Court issued its decision affirming the
2 Court's decision on liability. The Supreme Court's decision was 5 to 4.

3 39. In September 2011, King County filed a motion for reconsideration of the
4 Supreme Court's decision.

5 40. In September 2011, the Supreme Court granted motions by various entities to
6 file *amicus curiae* memoranda in support of King County's motion for reconsideration. The
7 *amici* who supported reconsideration were the State of Washington, the Washington State
8 Legislature, the Washington State Association of Counties, the Washington State Association
9 of County Officials, and the Association of Washington Cities, and the Washington State
10 Association of Municipal Attorneys.

11 41. In October 2011, the Supreme Court issued an order requesting that plaintiffs
12 file an answer to King County's motion for reconsideration and plaintiffs filed the answer in
13 November 2011.

14 42. In January 2012, the Supreme Court issued an order changing the opinion by
15 making a few minor corrections, and it denied further reconsideration. The Supreme Court
16 issued its mandate in February 2012.

17 43. After the Supreme Court issued its mandate in February 2012, plaintiffs learned
18 of potential legislation that could possibly negate the Supreme Court's decision. Plaintiffs
19 hired a lobbyist and engaged in lobbying in Olympia, Washington to protect the class.
20 Plaintiffs successfully obtained express language in the bill exempting the Dolan case from
21 whatever effect the legislation might otherwise have on their pension rights. In April 2012, the
22 parties signed a stipulation that the legislation would not be used as a defense in this action, and
23 the Court approved the stipulation and made it a court order.

24 44. After the Supreme Court issued its mandate in February 2012, plaintiffs filed a
25 motion to enforce the mandate. King County opposed the motion.

26 45. In March 2012, the Court entered an order modifying the permanent injunction.
27 The Court's order required King County to commence enrolling current King County public

1 defense employees in PERS and to start making PERS contributions on their behalf. King
2 County timely complied with, and continues to be in compliance with, that order.

3 46. In April 2012, the Court entered an order that plaintiff Class Members may not
4 opt out of the relief phase of this action or mandatory enrollment in PERS because, among
5 other reasons, PERS is a mandatory retirement system and all eligible employees must be
6 enrolled.

7 47. In June 2012, the Court entered an order making the "Reserved Group" part of
8 the class.

9 48. After the Supreme Court's remand, the parties have engaged in extensive
10 settlement negotiations. The parties recognize that to further continue the *Dolan* litigation
11 would delay its resolution for a considerable time (possibly for years due to possible appeals of
12 rulings in the relief phase), would create additional burdens and costs for the parties, and would
13 present uncertainties and risks for all parties as to the ultimate outcome. To avoid uncertainty,
14 risks, delays, expenses, and burdens of further litigation, the parties agreed to this Settlement
15 Agreement.

16 II. DEFINITIONS

17 The following general definitions apply in this Settlement Agreement:

18 49. "Action" means *Dolan v. King County*, Pierce County Superior Court Case No.
19 06-2-04611-6, and all related appellate proceedings.

20 50. "Active PERS member." An active PERS member is an individual who is
21 employed in a PERS eligible job and is currently enrolled in PERS.

22 51. "Class." The Class is:

23 All W-2 employees of the King County public defense agencies and any
24 former or predecessor King County public defense agencies who work or
25 who have worked for one of the King County public defense agencies
within three years of the filing of this lawsuit;

26 and

1 All W-2 employees of the King County public defense agencies and any
2 former or predecessor King County public defense agencies who have not
3 worked for one of the King County public defense agencies within three
4 years of the filing of this lawsuit, but who work or have worked in a
5 PERS-eligible position within three years of the filing of this lawsuit.

6 The Class does not include W-2 King County public defense employees who were never in a
7 PERS eligible position, e.g, student interns.

8 For purposes of relief, the Class consists of five groups as defined below:

9 “Group one.” Group one consists of those Class Members who were King County
10 public defense employees as of April 1, 2012 or at any time thereafter until the Recognition
11 Date (defined below in ¶73).

12 “Group two.” Group two consists of Class Members who were King County public
13 defense employees at any time during the Class Period (defined below in ¶54), but were not
14 currently employed as King County public defense employees on April 1, 2012 or thereafter
15 until the Recognition Date and who have sixty or more months of service as a King County
16 public defense employee.

17 “Group three.” Group three consists of Class Members who before the Class Period
18 were former King County public defense employees and who were active members of PERS
19 sometime during the Class Period. This is the group formerly referred to as the “Reserved
20 Group.”

21 “Group four.” Group four consists of Class Members who were King County public
22 defense employees at any time during the Class Period, but were not currently employed as
23 King County public defense employees as of April 1, 2012 and were an active PERS member
24 as of April 1, 2012, and whose PERS service at a King County public defense agency totaled
25 less than sixty months, but when combined with PERS service credit earned in another PERS-
26 eligible position is equal to or greater than sixty months.

27 “Group five.” Group five consists of Class Members who are not in Groups 1-4. Group
five are Class Members who are former King County public defense employees as of April 1,

1 2012, who are not active members of PERS as of April 1, 2012, and whose PERS service as a
2 King County public defense employee totaled less than 60 months. Group five Class Members
3 include those who are inactive PERS members or former PERS members who withdrew their
4 contributions, and those who were never enrolled in PERS.

5 52. "Class Counsel" is the law firm of Bendich, Stobaugh & Strong, P.C., and the
6 firm's attorneys.

7 53. "Class Member" is a member of the Class.

8 54. "Class Period." The lawsuit was filed on January 24, 2006 and accordingly the
9 period covered by the class definition is January 24, 2003 to the Recognition Date, July 1,
10 2013. This time period is "the Class Period."

11 55. "Class Released Claims" means the claims described in ¶2 and ¶87 of this
12 Agreement and released by Plaintiff and the Class Members pursuant to ¶97 and ¶99 of this
13 Agreement.

14 56. "Common Fund" is the Present Value of the PERS pension benefits conferred
15 upon Class Members as a result of Class Counsel's efforts.

16 57. "Common Fund Fee" is the attorney fee and costs that Class Counsel seek to
17 obtain from the Class under this Agreement and the Common Fund doctrine from the Common
18 Fund created by Class Counsel's efforts. The Common Fund Fee is the sole compensation that
19 will be received by Class Counsel in this Action.

20 58. "Deduction Percentage" is the percent of each Class Member's future retirement
21 benefits that will be deducted by DRS to repay DRS or the PERS Fund for advance of the
22 Common Fund Fee paid by the Class Members as provided in the *Bowles v. Dept of Retirement*
23 *Systems*, 121 Wn.2d 52, 69, 73 - 74 (1993). The Class Member may elect to pay DRS directly,
24 ¶138, and the Deduction Percentage would not apply to those Class Members.

25 59. "DRS" is the Department of Retirement Systems, an agency of the State of
26 Washington, that administers PERS. DRS has standing to be heard on (1) the PERS
27 contributions that should have been made or picked up by King County will be made without

1 interest, and (2) repayment by Class Members of the advance of the Common Fund Fee as
2 provided in ¶¶ 69, 106, 124, 130, 135-139 of the Agreement, including the adequacy of the
3 reimbursement procedure for the fee advance, but it does not include the amount of the fee to
4 be advanced

5 60. "Effective Date." Effective Date means the date on which the Court's Final
6 Approval Order becomes final, which shall occur on the later of the following: (a) if no appeal
7 or other reconsideration or review of the Final Approval Order is sought by any person or
8 entity, the Effective Date shall be the thirty-first (31st) day after the Final Approval Order is
9 entered by the Court, or (b) if a motion for reconsideration, an appeal, a motion for
10 discretionary review, review by writ of certiorari, or any other form of review or
11 reconsideration of the Final Approval Order is filed by any person or entity, the Effective Date
12 shall be the day after (i) the Final Approval Order is affirmed or the appeal or other action
13 seeking review of that order is dismissed or denied, and (ii) the Final Approval Order is no
14 longer subject to further judicial review.

15 61. "Final Approval Order." The Final Approval Order is the Court's order that
16 approves the Settlement Agreement after the final settlement hearing.

17 62. "Former PERS member" is a person who was employed in a PERS-eligible
18 position and was a member of PERS, but withdrew PERS contributions when he or she no
19 longer worked in a PERS eligible job.

20 63. "Inactive PERS member" is an individual who no longer is employed in a
21 PERS-eligible position, but who is not yet retired and has not withdrawn any PERS
22 contributions.

23 64. "Judicial Benefit Multiplier Program." The Judicial Benefit Multiplier Program
24 is set forth in RCW 41.40.124 and .126. Under the program, Judges who are in PERS 1 or
25 PERS 2 may for each year of service receive as their pension 3.5% of their average final salary
26 up to a maximum of 75% of that salary, rather than the 2% of the average final salary that is
27 provided under PERS 1 and PERS 2 for each year of service.

1 65. “King County public defense agencies.” There are four current King County
2 public defense agencies: The Defender Association (TDA); Associated Counsel for the
3 Accused (ACA); Society of Counsel Representing Accused Persons (SCRAP); and Northwest
4 Defender’s Association (NDA). There is one former King County public defense agency,
5 Eastside Defender Association (EDA). Collectively these agencies are referred to as the “King
6 County public defense agencies.”

7 66. “King County public defense employees.” The County public defense
8 employees are or were the lawyers and staff of the King County public defense agencies up to
9 the Recognition Date. The Class Members are King County public defense employees.

10 67. “King County Released Claim” means the claims described in ¶5 and ¶88 of this
11 Agreement and released by King County pursuant to ¶98 and ¶99 of this Agreement.

12 68. “PERS.” PERS is the Public Employees Retirement System. There are three
13 PERS plans, PERS 1, PERS 2 and PERS 3.

14 69. “PERS contributions” or “contributions.” PERS contributions or contributions
15 means the amount that King County is to pay to DRS to establish the retroactive service credit
16 in PERS on behalf of the Class Members as afforded under this Settlement Agreement. The
17 contributions include those from King County as Employer Contributions and the Employee
18 Contributions, *i.e.* the amounts that would have been deducted from Class Member’s salaries.
19 The PERS contributions to be paid by King County do not include interest. The PERS
20 contributions and the Plaintiff Award are the only amounts King County will be required to pay
21 as consideration for this Settlement Agreement but King County may be required to advance
22 the Common Fund Fee as provided in ¶¶ 124, 132, 135.

23 70. “PERS pension benefit.” The PERS pension benefit is the Class Member’s
24 annual and/or monthly PERS retirement payments attributable to the retroactive PERS-eligible
25 service credit that is the subject of this Settlement Agreement. The PERS pension benefit is
26 based on the statutory formula applicable to the plan in which the Class Member receives the
27 retroactive PERS-eligible service credit – in general, years of service times 2% for PERS 1 and

1 2, and 1% for PERS 3 – times average final compensation equals the annual pension benefit
2 which is divided by twelve to determine the monthly amount. The average final amount
3 compensation is based on the highest 60 consecutive months of pay before retirement for
4 PERS 2 and 3 and the highest two consecutive years before retirement for PERS 1. The years of
5 service are capped at 30 years for PERS 1 and are not capped for PERS 2 and 3.

6 71. “Present Value.” Present Value means the value of the PERS pension benefits
7 conferred upon Class Members due to Class Counsel’s efforts as set forth in this Settlement
8 Agreement. Present Value is determined under the Present Value Calculation defined below.

9 72. “Present Value Calculation.” The Present Value Calculation is used solely in
10 connection with the calculation and payment of the Common Fund Fee and is based on the
11 retroactive PERS-eligible service credit that Class Members receive under the action and the
12 Settlement Agreement. The Present Value Calculation does not include prior PERS service
13 that Class Members may have nor does it include PERS service credit that Class Members
14 accrue after April 1, 2012 when the Court ordered King County to begin enrolling currently
15 employed Class Members in PERS and to make the required PERS contributions. For each
16 Class Member, the Present Value Calculation determines the present value of the Class
17 Member’s PERS pension based on the retroactive PERS-eligible service attained in this case.
18 The sum of these individual Present Value Calculations equals the Present Value of the PERS
19 benefits for the Class. The Present Value Calculation includes standard present value
20 assumptions:

- 21 (1) Discount rate 5.50%;
- 22 (2) Cost of living increase – (COLA) for PERS Benefits (3% for PERS 2 and 3; and
23 no COLA for PERS 1);
- 24 (3) Annual Salary increase, 4% for those still employed in PERS positions and
25 zero% for those employees no longer employed in PERS positions;
- 26 (4) Retirement Age, 65 (except those over sixty-five are assumed to retire on the
27 analysis date April 1, 2013);

1 (5) Mortality Assumptions at age 65 – 20.45 years for a male and 23.02 years for a
2 female (mortality assumptions for those over 65 are less based on their age and
3 sex).

4 (6) Analysis Date: April 1, 2013.

5 73. “Recognition Date.” The Recognition Date is July 1, 2013. The current
6 contracts for public defense services between King County and the King County public defense
7 agencies are currently set to expire on June 30, 2013. That expiration date is subject to
8 extension by agreement, but if the contracts are extended that will not change the Recognition
9 Date.

10 74. “Retroactive PERS-eligible service.” Under this Settlement Agreement, unless
11 otherwise specified, the Class Members are eligible to receive retroactive PERS service credit
12 for work as a King County public defense employee during the period January 1, 1978 to
13 March 31, 2012. Class Members who (a) are now enrolled in PERS 1, (b) who are or were
14 employed in a PERS-eligible position during the Class Period, and (c) who have not yet
15 attained thirty years of PERS-eligible service, are entitled to retroactive PERS-eligible service
16 credit for service at the King County public defense agencies before 1978, but only to the
17 extent that service or a portion of the service does not cause their total PERS service credit to
18 exceed the thirty-year maximum service credit for PERS 1.

19 75. “Settlement Agreement” or “Agreement” is the agreement that the parties have
20 entered into to settle this case. The Agreement is effective when it is approved by the Court
21 and the Effective Date occurs.

22 III. RETIREMENT PROVISIONS

23 76. As specified in this Agreement, Class Members (other than those in Group five)
24 are eligible for PERS contributions based on retroactive PERS-eligible service.

25 77. In calculating the Class Members’ retroactive PERS-eligible service, the parties
26 used the Class Member’s initial hire date with one of the King County public defense agencies,
27 with three exceptions that apply to a few Class Members. The exceptions are: (1) for Class

1 Members hired by one of the public defense agencies before January 1, 1978, their retroactive
2 PERS-eligible service under this agreement shall only begin on January 1, 1978; (2) for those
3 Class Members initially hired in a position that is not PERS-eligible (*e.g.*, student intern), their
4 eligible service begins when they start working in a PERS-eligible position (*e.g.*, lawyer);
5 (3) for those Class Members already enrolled or previously enrolled in PERS 1, 2 or 3, their
6 PERS eligible service commencement date (see ¶78 below), will be their prior enrollment date,
7 but they will earn retroactive monthly service for their work as a King County public defense
8 employee starting with their initial hire with one of the public defense agencies, unless the
9 service is within exceptions 1 or 2 stated above, in which case the provisions of those
10 exceptions applies, or unless they are within the provision of ¶74 concerning PERS 1 members
11 with less than 30 years of PERS service.

12 78. Class Members shall receive service credit in PERS 2 unless they are already
13 enrolled or were previously enrolled in PERS 1 or PERS 3, in which case they will earn service
14 credit in the plan in which they are or were previously enrolled. Class Members are entitled to
15 retroactive PERS-eligible service credit based on the service credit rules for the PERS plan
16 applicable to them when they worked at the King County public defense agencies. These rules
17 for PERS 1, 2 and 3 are set forth in Exhibit A.

18 79. For Group one Class Members, King County shall pay the PERS contributions
19 for retroactive PERS-eligible service back to January 1, 1978. Because King County enrolled
20 King County public defense employees in PERS in the pay period encompassing April 15,
21 2012, those Group one Class Members, who began employment at a King County public
22 defense agency after April 1, 2012 and who had no previous periods of employment at a King
23 County public defense agency, have already had all PERS pension contributions paid. King
24 County therefore does not owe any PERS contributions for these Group one Class Members.
25 The Group one Class Members for whom King County will make the PERS contributions are
26 listed on Exhibit B.

1 80. For Group two Class Members, King County shall make the PERS contributions
2 for retroactive PERS-eligible service back to January 1, 1978. Group two Class Members are
3 listed on Exhibit C.

4 81. For Group three Class Members, King County shall make the PERS
5 contributions for retroactive PERS-eligible service back to January 1, 1978, except certain
6 Class Members may have contributions for earlier service as provided in ¶74. Group three
7 Class Members are listed on Exhibit D.

8 82. For Group four Class Members, King County shall make the PERS
9 contributions for retroactive PERS-eligible service back to January 1, 1978. The Group four
10 Class Members are listed on Exhibit E.

11 83. For Group five Class Members, King County shall make the PERS contributions
12 for retroactive PERS-eligible service back to January 1, 1978, only if (a) the Group five Class
13 Member obtains a PERS-eligible job in the future, and (b) the eligible service that the Class
14 Member obtains in that future PERS-eligible job, coupled with the Class Member's retroactive
15 PERS-eligible service gives the Class Member sixty or more months of PERS eligible service.
16 Group five Class Members who obtain a PERS eligible job in the future must notify King
17 County that they have been enrolled in PERS as a result of that job and must notify King
18 County when their service in the PERS-eligible job, coupled with their service as a King
19 County public defense employee, gives that Class Member sixty months of PERS service. The
20 Group five Class Members are listed on Exhibit F.

21 84. King County shall make the PERS contributions for eligible months of
22 retroactive PERS-eligible service for Class Members entitled to payment as set forth above at
23 the contribution rates in Exhibit G.

24 IV. RECOGNITION PROVISION

25 85. King County will use its contracting arrangement with the King County public
26 defense agencies and with its current system of withholding, payment and reporting of PERS
27 contributions for Class Members working for the King County public defense agencies until the

1 Recognition Date. King County agrees that on the Recognition Date, the Class Members who
2 were employed by the King County public defense agencies immediately before the
3 Recognition Date shall be employees of King County with full benefits for their positions (the
4 "Transferred Class Members"). How King County accomplishes this recognition, and how it
5 organizes public defense, are up to King County, and are not part of this settlement.

6 86. (a) Carried Over Vacation. Prior to the Recognition Date, Transferred Class
7 Members may use or cash out vacation they have accrued at a King County public defense
8 agency pursuant to the terms of the respective applicable collective bargaining agreement or
9 personnel handbook. Alternatively, a Transferred Class Member may carry over his or her
10 vacation to be available during employment with King County ("Carried Over Vacation").
11 Transferred Class Members may establish Carried Over Vacation up to the maximum amount
12 that can be cashed out under the collective bargaining agreement or personnel handbook at the
13 applicable King County public defense agency. To establish Carried Over Vacation, a
14 Transferred Class Member shall direct the applicable King County public defense agency to
15 pay his or her vacation cash out amount to King County or the Transferred Class Member may
16 pay King County directly for the amount of the vacation cash out. Payments shall be made to
17 King County not later than 30 days after the Recognition Date and shall be accompanied by a
18 statement from the applicable King County public defense agency showing how many vacation
19 hours are represented by the payment. After receiving such funds for a particular Transferred
20 Class Member, King County shall credit that Transferred Class Member with Carried Over
21 Vacation of the same number of vacation hours as is represented by the cash out payment using
22 the calculation done by the King County public defense agency. By way of example, if a
23 Transferred Class Member had accrued 160 hours of vacation at TDA and was entitled, under
24 TDA's collective bargaining agreement, to cash out 75% of that vacation, that Transferred
25 Class Member would start employment at King County with 120 hours of vacation. Carried
26 Over Vacation shall be subject to King County's rules and procedures for the use and
27 disposition of vacation, including King County vacation balance cap. King County will use

1 each Transferred Class Member's initial hire date at a King County public defense agency for
2 purposes of establishing their vacation accrual rates effective on the Recognition Date.

3 (b) Carried Over Sick Leave. As of the Recognition Date, each Transferred Class
4 Member will have an initial amount of sick leave for their employment at King County in the
5 amount of sick leave hours the Transferred Class Member had accrued at the pertinent King
6 County public defense agency, up to a maximum of 100 hours (the "Carried Over Sick Leave").
7 Carried Over Sick Leave shall be accounted for separately and shall be used entirely before the
8 Transferred Class Member uses any sick leave accrued after the Recognition Date. Carried
9 Over Sick Leave shall not be eligible for the 35% cash out available to King County employees
10 when Transferred Class Members separate or retire from King County or die. Carried Over
11 Sick Leave shall not be eligible to be donated to other King County employees. The maximum
12 of Carried Over Sick Leave may be increased by King County in cases of exceptional need.
13 This provision (b) is subject to revision through collective bargaining.

14 V. COMPROMISED CLAIMS, COUNTERCLAIMS AND DEFENSES

15 87. This settlement is a compromise. Plaintiff contends that the Class Members did
16 not have the same employee benefits as King County employees, e.g., those working in the
17 Prosecuting Attorney's Office in similar positions. Plaintiff contends that the Class Members
18 have claims for non-PERS benefits (the "other benefit claims") that they could bring in an
19 amended complaint and litigate in this case. King County has defenses to that claim and also
20 could contend that the other benefit claims would not relate back to the date of filing of the
21 lawsuit. The Class would dispute these King County contentions. This Settlement Agreement
22 compromises, releases and fully extinguishes all of the other benefit claims in return for
23 valuable consideration from King County.

24 88. In addition to recognizing Class Members as employees of King County with
25 full benefits for their positions on the Recognition Date (see ¶73), King County is agreeing to
26 make omitted PERS contributions to establish retroactive PERS-eligible service credit for the
27 Class Members as provided in this Settlement Agreement. King County is further

1 compromising by foregoing its statute of limitations defense that Class Members could not
2 receive service credit for any time period more than three years before this lawsuit was filed,
3 *i.e.*, before January 24, 2003. King County is also paying both the employer contributions to
4 PERS and the Employee Contributions, *i.e.*, contributions to PERS that would have been
5 deducted from the Class Members' salaries on either a pre-tax basis as employer pick-up
6 contributions or on an after tax basis as employee contributions before 1984. King County
7 contended that it was entitled to reimbursement for the Employee Contributions and the Class
8 argued that King County was not so entitled. Under the Settlement Agreement, King County
9 forgoes any right to seek reimbursement or payment from the Class Members for the PERS
10 contributions. King County's agreement not to assert its statute of limitations defense or to
11 seek reimbursement or payment from Class Members, its agreement to pay the PERS
12 contributions for the retroactive PERS-eligible service and its recognition of those Class
13 Members employed by the King County public defense agencies immediately before the
14 Recognition Date as King County employees with full benefits for their position, constitute the
15 valuable consideration that the Class receives in exchange for compromising, releasing and
16 extinguishing the other benefits claims in this Settlement Agreement.

17 VI. IMPLEMENTATION OF RETIREMENT PROVISIONS

18 89. The relief that Class Members receive under the retirement provisions of this
19 Settlement Agreement is based on what Group they are in: one, two, three, four or five. The
20 parties have made their best good-faith effort to correctly categorize Class Members and to
21 identify and locate the Class Members. Their efforts include contacting DRS to determine who
22 are Class Members and how much PERS service credit they currently have according to DRS
23 records and when the PERS service occurred.

24 90. The parties have determined the eligible months of retroactive PERS-eligible
25 service, the amount of such credit earned for each month, and the monthly pay for each eligible
26 month for each Class Member. The parties agree that the PERS contributions to be paid by
27 King County are approximately \$30.3 million which includes the amounts King County paid on

1 behalf of Class Members Katherine Beckerman and Ray Contreras and Cathy Tombow as
2 approved by previous Court orders. (The Employer Contributions are about \$17.9 million and
3 the Employee Contributions are about \$12.4 million (*see* ¶69).) The parties have also obtained
4 the Class Members' hire dates, sex, and birthdates. The parties primarily used payroll and
5 personnel data maintained by the King County public defense agencies in making these
6 determinations. The King County public defense agencies' data did not include pay data for
7 some time periods. If a Class Member had worked for more than one King County public
8 defense agency or on more than one occasion for the same agency, the agencies did not always
9 have all the Class Member's data. For the missing data, the parties used reliable information
10 provided by Class Members, *i.e.*, Social Security earnings statements or other reasonable
11 reliable information provided by Class Members or other sources.

12 91. The parties obtained and previously submitted to DRS the PERS enrollment
13 forms and information for all Group one Class Members who were not previously enrolled in
14 PERS. The parties have also obtained PERS enrollment forms from the Group two Class
15 Members that could be located and who have five years or more of service. The Group three
16 Class Members that the parties have identified to date are already enrolled in PERS and so no
17 additional PERS enrollment forms are needed for them.

18 92. Within 60 days from the Effective Date, King County shall transmit to DRS the
19 information compiled by the parties. This information includes for each known and located
20 Class Member entitled under this Agreement to retroactive PERS-eligible service credit and
21 payment of PERS contributions, the Class Member's name, social security number, birth date,
22 sex, the PERS enrollment forms (if needed), eligible months and years of PERS service, the
23 monthly service credit to which the Class Member is entitled, the monthly pay received by the
24 Class Member for the eligible months of service with the King County public defense agency
25 or agencies, the PERS contributions to be paid by King County for the Class Member for each
26 month of service credit and the total contributions for each Class Member. DRS will use and
27 record the information provided by King County under this paragraph to establish the Class

1 Members' retroactive PERS-eligible service so that the Class Members who wish to retire and
2 receive their PERS pension may do so. The Class Members shall be treated by DRS as PERS
3 members with all the rights and privileges of other PERS members retroactive to their initial
4 PERS eligible service established in this Agreement, see ¶¶ 74, 77.

5 93. Some Class Members entitled to relief under this agreement are deceased. The
6 surviving spouse of the deceased Class Member may execute the PERS enrollment forms on
7 behalf of the deceased Class Member. The spouse of a deceased Class Member with ten years
8 or more of service shall be entitled to the death before retirement benefit, the 100% survivor
9 benefit as described in the DRS PERS Handbook. The spouse of a deceased Class Member
10 with less than ten years of service shall be entitled to withdraw from PERS the amounts that
11 would have been withheld from the deceased Class Member's salary as Employee
12 Contributions, see ¶69. King County shall transmit the required PERS information noted above
13 in paragraph 92 and shall transmit the PERS contributions to DRS for the deceased Class
14 Member entitled to relief. Deceased Class Members who do not have a surviving spouse are
15 not entitled to relief under this Agreement and King County shall not be required to make any
16 PERS contributions on their behalf.

17 94. The parties have diligently tried to locate and notify eligible Class Members
18 and they will continue these efforts. King County shall not be required to make any PERS
19 contributions on behalf of Class Members who have not been located until the eligible Class
20 Member is found and submits the information needed by the parties to enroll the Class Member
21 in PERS and to provide the information and/or forms needed to obtain retroactive PERS-
22 eligible service credit.

23 95. Any person who believes that he or she should be included as a Class Member
24 in Group one, two, three, four or five but is not, may so notify King County. Any such claim
25 must be submitted by not later than 90 days after the Recognition Date or it shall be deemed
26 fully and finally waived. If King County agrees to allow the claim, the claim is resolved by the
27 agreement. If King County does not agree with the claim, it will notify Class Counsel and the

1 parties will either submit the issue to the Court or will jointly appoint a neutral third party who
2 shall finally resolve the claim. The neutral third party will decide what procedures are to be
3 used in determining whether the person should be included in the Class, but such procedures
4 shall entitle the claiming party, Class Counsel and King County a fair opportunity to present
5 their respective positions.

6 VII. GENERAL MATTERS

7 Compromise of Disputed Claims and Counterclaims

8 96. This Settlement Agreement is a compromise and is the product of serious and
9 extended negotiations. King County's entry into this Settlement Agreement is a result of
10 compromise and does not constitute an admission of liability, fault or wrongdoing. The
11 compromise embodied in this Settlement Agreement is intended to fully and finally resolve the
12 claims of the Class Members in this case (including the other benefit claims, ¶¶ 2, 87, and the
13 counterclaims of King County, ¶¶ 5 and 88. The parties recognize that the settlement may not
14 be approved by the Superior Court and if it is not approved, this Agreement shall have no force
15 and effect and the case will be litigated.

16 Release of Claims and Counterclaims Subject to the Settlement Agreement

17 97. Contingent upon final approval of this Settlement Agreement by the Court and
18 the occurrence of the Effective Date, plaintiff and the Class Members for themselves, their
19 heirs, estates, marital communities, executors, trustees, administrators, and assigns, hereby
20 completely release and forever discharge King County and all of its past and current officers,
21 agents, officials, council members, staff, attorneys, employees, agencies and departments, and
22 the heirs, estates, marital communities, executors, trustees, administrators and assigns of any of
23 them, from all claims in ¶¶ 2 and 87 arising out of or relating in any way to (1) any right to
24 enrollment in PERS, for retroactive PERS-eligible service credit or for the payment of PERS
25 contributions of any kind or amount other than as provided in the Settlement Agreement; (2)
26 any claim for other King County employee benefits at any time before the Recognition Date,
27 including the other benefits claims described above, and (3) attorney fees and litigation costs.

1 The claims released by plaintiff and the Class Members include any causes of action for the
2 class for the alleged wrongful denial of wages or exclusion from career service benefits, any
3 claims under RCW 49.48.030 and RCW 49.52.070 for double damages or attorney fees, any
4 claims for denial of or of entitlement to medical, dental, life or long term disability coverage or
5 benefits. The claims released by Plaintiff and the Class Members under this Agreement are the
6 Class Released Claims. The Class Released Claims do not include claims based on facts,
7 occurrences or omissions that happen after the Recognition Date or any individual claims that
8 are not within ¶¶ 2 and 87.

9 98. Contingent upon final approval of this Agreement by the Court and the
10 occurrence of the Effective Date, King County releases the King County Released Claim
11 against Plaintiff and the Class Members and their respective heirs, estates, marital
12 communities, executors, trustees and administrators.

13 99. Plaintiff and the plaintiff Class Members acknowledge and agree that the
14 release and discharge of the Class Released Claims is a general release. King County
15 acknowledges and agrees that the release and discharge of the King County Released Claim is a
16 general release of these claims. The parties have entered into this Agreement as a compromise
17 of disputed claims and counterclaims, and as a means of finally resolving all questions, issues,
18 duties, obligations, and responsibilities between them regarding those disputed claims.

19 Plaintiff, the Class and King County further agree that the Agreement is a complete
20 compromise of matters involving disputed issues of law and fact. It is understood and agreed
21 by the parties that this settlement is a compromise and nothing contained herein is to be
22 construed or interpreted as an admission of liability on the part of King County, by whom
23 liability is expressly denied, or an admission as to any issue in dispute or which could have
24 been in dispute between the parties. The fact of this settlement and the terms or agreements
25 contained in this Settlement Agreement shall not be used in any other proceeding as evidence
26 of any admission, fault, wrongdoing or liability of King County, except to enforce its
27 provisions.

Cooperation of the Parties

1
2 100. The parties recognize that time is of the essence and they will work in good
3 faith to expeditiously and diligently effectuate this Settlement Agreement. In addition to the
4 other methods of cooperation discussed in the Settlement Agreement, the parties also agree (a)
5 to cooperate in presenting this Settlement to the Court, (b) to support its provisions at the
6 Settlement hearing, (c) to cooperate in drafting and reviewing Court orders, notices, forms,
7 modifications, if any, required by the Court for approval and other documents required by or
8 necessary to effectuate this Settlement Agreement, including ordinances to timely provide
9 information and records to implement this Settlement Agreement, (d) to minimize expenses,
10 and (e) to do all other acts and duties assigned to each party in this Settlement Agreement to
11 effectuate and implement this Settlement, including implementing the Agreement with DRS.

Choice of Law

12
13 101. This Settlement Agreement shall be governed by and construed and enforced in
14 accordance with Washington law, without regard to choice of law provisions.

No Assignment

15
16 102. No provision of this Settlement Agreement shall provide any rights to, or be
17 enforceable by, any person or entity that is not a named plaintiff, Class Member, spouse of
18 deceased Class Member, party, or class counsel. No Class Member (or spouse of a deceased
19 Class Member) or Class Counsel may assign or otherwise convey any right to enforce any
20 provision of this Settlement Agreement.

Joint Drafting – No Construction Against Either Party

21
22 103. Each of the parties has cooperated in the drafting and preparation of this
23 Agreement. Hence, in any construction made to this Agreement, the same shall not be
24 construed against any of the parties.
25
26
27

Timeliness

1
2 104. The Settlement Agreement includes certain commitments by the parties and
3 counsel to take actions. Any procedural failure or error, such as a failure to act in a timely
4 manner, does not preclude final approval and enforcement of the Settlement Agreement if the
5 error can be corrected or made harmless.

Taxation

6
7 105. The parties do not intend the PERS contributions made pursuant to this
8 Settlement Agreement to be taxable wages because they are made to a qualified plan.

Conditions

9
10 106. This Settlement Agreement is conditioned upon not having to pay interest on
11 the omitted PERS contributions, in accordance with the practice of DRS in this type of
12 situation. The parties' agreement to this Settlement Agreement is also conditioned upon DRS
13 being required to and actually advancing the Common Fund Fee out of the County-paid
14 Employee Contributions, or the Employee Contributions portion of the PERS Trust Fund
15 assets, subject to repayment of this advance by the Class Members as provided in this
16 Agreement. DRS may instead choose to advance the Common Fund Fee out of other DRS
17 funds, subject to repayment by Class Members as provided in this Agreement. If the Court
18 does not adopt both of these conditions upon settlement approval, then either of the parties may
19 withdraw from this Settlement Agreement and the Agreement will be vacated and void. The
20 Court's order preliminarily approving the Settlement Agreement will require the parties to
21 provide DRS with a copy of the Class Notice and the Settlement Agreement so that DRS may
22 be heard by the Court if DRS wishes to assert a position regarding these conditions.

Amendment

23
24 107. Up to the date the Class Notice is sent the Class Members, the parties may
25 amend the Agreement, if the amendment(s) or supplements are in writing, approved by Class
26 Counsel and King County and the Court. After the date the Class Notices are sent to Class
27

1 Members, the parties, with approval of the Court, may amend the Agreement in writing as
2 approved by Class Counsel and King County where the amendment is clarifying and/or does
3 not materially and substantially change the terms of the Settlement Agreement.

4 **Signers' Authority**

5 108. The parties' representatives who sign this Agreement each represent and
6 warrant that they have been authorized to sign for and to bind their respective clients.

7 **Approval Date of Settlement Agreement**

8 109. Following signature by the parties' respective authorized representatives, this
9 Settlement Agreement will be deemed approved only after (1) the Pierce County Superior
10 Court enters the Final Approval Order approving the Settlement Agreement pursuant to Civil
11 Rule 23(e) and (2) the Effective Date occurs.

12 **Counterparts**

13 110. This Settlement Agreement may be executed in counterparts.

14 **VIII. NOTICE TO CLASS AND SETTLEMENT HEARING PROCEDURES**

15 **Preliminary Approval**

16 111. The parties agree, as soon as practicable after execution of this Settlement
17 Agreement, to jointly move the Court to:

18 (a) Find preliminarily that this settlement is a fair and reasonable
19 compromise of the claims;

20 (b) Order that notice of the settlement be provided to Class Members
21 and that the form of the notice submitted by the parties with the Settlement Agreement is
22 approved;

23 (c) Find that the content of the proposed notice and the mechanisms of
24 communicating such notice meet the requirements of Civil Rule 23(e) and the Due Process
25 Clause with respect to all Class Members;
26

1 (d) Set a date by which DRS must submit any statements regarding the
2 Settlement and by which any Class Member who objects to the terms of this Settlement
3 Agreement may file written objections to this Settlement Agreement with the Clerk of the
4 Court, and serve such objections on Class Counsel and counsel for King County;

5 (e) Set a date for the final settlement hearing date pursuant to Civil Rule
6 23(e) at which DRS may appear to present its positions and any Class Member who filed
7 written objections and/or who meets other requirements established by the Court may
8 appear in order to object to the fairness, adequacy, or reasonableness of this Settlement
9 Agreement or to any order or findings of the Court.

10 Notice Provisions

11 112. Class Counsel shall pay all costs of mailing notice of the settlement to Class
12 Members. The parties shall otherwise bear their own costs in this regard.

13 113. Class Members who can be identified through reasonable effort, as described
14 below, shall be given notice of the settlement in the form proposed by the parties, subject to
15 any modifications ordered by the Court. The notice shall summarize the major terms of the
16 Settlement Agreement, state the time, date and place of the settlement fairness hearing, and
17 explain the procedures and deadlines for submitting written comments or objections.

18 114. Plaintiffs shall mail the notice to the last known address provided by the public
19 defense agencies, or to the last known address obtained by Class Counsel, of each Class
20 Member whose identity and address is reasonably ascertainable. The notice should be mailed
21 at a time set by the Court.

22 115. In addition to mailing individual notices, King County shall:

23 (a) Post this Settlement Agreement and the Class Notice on intranet and
24 internet websites maintained by King County; and

25 (b) Provide a copy of this Settlement Agreement and the Class Notice to the
26 executive directors of the King County public defense agencies for them to distribute to the
27 currently employed Class Members and to SEIU, Local 925.

1 116. Class Counsel shall also at its own cost post the Settlement Agreement and
2 Class Notice on its website.

3 **Objections to Settlement**

4 117. Unless the Court directs otherwise, all comments or objections, if any, from a
5 Class Member pertaining to the Settlement Agreement shall be submitted in writing to the
6 Court, Class Counsel, and the defendant's counsel a date set by the Court in advance of the
7 hearing on the settlement. Any objections not so submitted shall be waived. Any Class
8 Member wishing to appear at the settlement hearing to comment on or to object to the
9 Settlement shall so specify in his or her written comment or written objection. If DRS wishes
10 to submit a statement on the matters in ¶59, it must submit its statement in writing no later than
11 the date set by the Court. If DRS wishes to appear at the settlement hearing it shall so specify
12 in its written statement.

13 **Effect of Appeals**

14 118. If the Effective Date is delayed by an appeal by a Class Member or DRS, or
15 does not occur by reason of a Class Member or DRS filing an appeal or commencing other
16 proceedings seeking reconsideration or review of the Final Approval Order, King County will
17 nevertheless implement the Recognition Provisions set forth in paragraphs 73, 85, 86 and 88 of
18 this Agreement. All of the parties' other obligations that are intended to occur after the Final
19 Approval Order is entered remain subject to the Effective Date occurring, with the following
20 additional exception: King County will, during the course of any appeal or reconsideration
21 proceedings, report to DRS certain Class Members' retroactive PERS-eligible service credit
22 and pay history and enroll those Class Members in PERS ("Interim Retiring Class Members").
23 The Interim Retiring Class Members must (a) be members of Group 1 or Group 2 who are at
24 least 63 years old as of December 31, 2012, and be otherwise eligible to retire at the time they
25 seek to retire, or (b) be disabled to the extent that they are unable to work in public defense and
26 be otherwise eligible for disability retirement. Interim Retiring Class Members must notify
27 King County and Class Counsel that they wish to retire while an appeal is pending. Class

1 Members who have already retired and are receiving a retirement benefit under PERS are not
2 eligible to receive the relief specified in this paragraph. Upon request from DRS, King County
3 will pay to DRS the PERS contributions as calculated under this Settlement Agreement for the
4 Interim Retiring Class Members. If King County pays any PERS contributions to DRS on
5 behalf of the Interim Retiring Class Members: (a) those amounts will be credited against the
6 PERS contributions that King County will ultimately be required to pay on behalf of Class
7 Members as a result of this settlement or otherwise in this Lawsuit, and (b) in no event shall the
8 operation of this paragraph increase the amount of PERS contributions that King County is
9 required to pay under this Settlement Agreement.

10 119. If the Effective Date is delayed by reason of a Class Member or DRS filing an
11 appeal or commencing other proceedings seeking reconsideration or review of the Final
12 Approval Order, but the Effective Date ultimately occurs, the Common Fund shall be re-
13 calculated following the Effective Date with a new date of analysis and the Common Fund Fee
14 on remand shall be \$12 million or the same percentage of the recalculated Common Fund,
15 whichever is greater, unless the appellate or trial court orders otherwise. Any re-calculation of
16 the Common Fund shall not require King County to pay any increased amount under the
17 Settlement Agreement.

18 IX. SETTLEMENT ADMINISTRATION

19 Responsibility for Settlement Administration

20 120. King County shall be responsible for administering the settlement and
21 transmitting the PERS information report and contributions required under ¶¶ 69, 74, 76-84, 92
22 and 93 of this Agreement. Before the PERS information and PERS contributions are submitted
23 to DRS, Class Counsel must give their approval.

24 Information to be Utilized

25 121. The information compiled by the parties described in ¶¶ 89-93 of this
26 Agreement will be transmitted to DRS and used to make the required PERS report and PERS
27 contributions and to establish the monthly pay and the retroactive PERS eligible service for the

1 Class Members, so that they will be properly enrolled in PERS and may retire if they are
2 eligible and wish to do so. Based on the information provided, DRS shall treat the Class
3 Members as PERS members with all the rights and privileges of other PERS members
4 retroactive to their initial PERS eligible service established in this Agreement. See ¶¶ 74, 77.

5 **Locating Eligible Class Members Who Have Not Yet Been Found**

6 122. Some Class Members entitled to relief have not been located. Class Counsel
7 will make a good-faith effort to locate and contact these eligible Class Members and to obtain
8 the information needed to provide relief under this Agreement.

9 **Review of Records by Class Counsel**

10 123. For purposes of verification and to fulfill their responsibilities required by this
11 Settlement Agreement, Class Counsel shall, upon request and until the Recognition Date, be
12 entitled to the settlement administration records and the records concerning the transition. King
13 County has access to work and salary history records obtained by Class Counsel.

14 **X. COMMON FUND**

15 124. The Common Fund in this Action is the value of the PERS pension benefits
16 conferred upon Class Members as a result of Class Counsel's efforts, which Class Counsel
17 calculate, using actuarial methods, to be about \$130 million. The Transferred Class Members
18 will become King County employees with full benefits for their positions as a result of Class
19 Counsel's efforts. This is also very valuable relief, but is not part of the Common Fund as
20 defined in this Agreement. As part of the settlement, King County will also pay to DRS the
21 PERS contributions on behalf of the Class Members which will allow the Class Members to
22 obtain PERS pension benefits and to retire if they wish. This is also very valuable relief.

23 125. The Common Fund is used in the Agreement to determine the reasonableness
24 of the Common Fund Fee and to determine the Deduction Percentage for Class Members to
25 repay DRS for the advance of the Common Fund Fee. For those Class Members who elect not
26 to repay DRS out deductions from future retirement payments, but by repaying DRS directly,
27

1 the Common Fund is also used to determine the Class Member's pro rata share of the Common
2 Fund Fee. See ¶138.

3 XI. ATTORNEY FEES

4 Common Fund Fee

5 126. In *Bowles v. Department of Retirement Systems*, 121 Wn.2d 52 (1993), the
6 Washington Supreme Court determined the method of computing attorney fees in class actions
7 involving public employee benefits. The Supreme Court said that when class counsel's efforts
8 have created a "common fund" or recovery for the class, the fee awarded is a percentage of the
9 fund because "the size of the recovery constitutes a suitable measure of the attorneys'
10 performance." *Id.* at 72. The Supreme Court therefore adopted the percentage approach to
11 calculate common fund attorney fees and it specifically rejected the lodestar method of
12 calculating fees in a common fund case. *Id.* at 73. The Supreme Court said a percentage-of-
13 recovery approach to awarding common fund attorney fees "furthers important policy
14 interests." *Id.* at 72. The "benchmark" fee in a common fund case is 25% of the recovery
15 obtained and 20% to 30% is the usual range for a common fund fee. *Id.*

16 127. In *Bowles*, the plaintiff class obtained an increase in the value of their pension
17 benefits. And the court in *Bowles* required DRS to advance the attorney fees out of the PERS I
18 trust fund on behalf of the plaintiff class subject to future reimbursement by the class. *Bowles*,
19 121 Wn.2d at 69. The attorney fee advance was from the employees' contributions, not from
20 the employer contributions. *Id.* at 75. Attorney fees in *Bowles* were calculated as a percentage
21 of the present value of the class recovery and that percentage was then deducted from the class
22 members' future pension payments in order to repay DRS for advancing the fee on behalf of
23 the class members. *Id.* at 74.

24 128. The Common Fund obtained in this action is the value of the PERS pension
25 benefits conferred upon Class Members as a result of Class Counsel's efforts, calculated by
26 plaintiffs to be about \$130 million. With an estimated Common Fund of \$130 million, a 25%
27 benchmark Common Fund Fee under *Bowles* would be \$32.50 million and the 20%-30% "usual

1 range” for a Common Fund Fee under *Bowles* would be \$26 to \$39 million. The \$12 million
2 Common Fund Fee Class Counsel seeks here is a reasonable percentage-of-recovery fee in this
3 common fund case, below the “usual range” for common fund fees under *Bowles*, based on the
4 value of the Common Fund as calculated by plaintiffs. Class Counsel would seek the
5 \$12 million for the Common Fund Fee even if the Present Value were lower so long as the
6 \$12 million fee is at or below the normal range, i.e., if it is 20% or less of the Common Fund.

7 129. Class Counsel invested several lawyer years of work in the case on a
8 contingent-fee basis and assumed substantial risk in the representation of the plaintiffs,
9 including loss of other valuable work. Class Counsel’s risk is illustrated by the Supreme
10 Court’s 5-4 decision in favor of the plaintiffs. If one justice in the majority had sided with the
11 dissent, Class Counsel would not only have received no fee in this action, but Class Counsel
12 would also have lost years of time and substantial expenses invested in the case. Class Counsel
13 obtained excellent results for the class, and the Class Members will receive valuable pension
14 benefits in the future that they otherwise would not have received but for Class Counsel’s
15 efforts. The Transferred Class Members will also be recognized by King County as King
16 County employees with full benefits for their positions. This relief is also very valuable.

17 130. The parties agree that Class Counsel is entitled to a Common Fund Fee, that
18 DRS should advance the common fund fee for the Class Members from the Employee
19 Contributions, as provided in *Bowles* and in ¶135 of this Agreement. King County was not
20 involved in the present value calculations done by plaintiffs and their experts to determine the
21 amount of the Common Fund. Accordingly, King County does not take a position on the
22 present value calculation, or the precise amount of the Common Fund. But it does concur that
23 the Common Fund is substantial.

24 131. The Common Fund Fee is, with the remainder of the Settlement Agreement,
25 subject to final approval by the Court. The Court may modify the amount of the Common
26 Fund Fee to Class Counsel without rejecting the Settlement as a whole if the amount of the
27 proposed fee is found to be unreasonable in the context of the results obtained, risks, and

1 overall settlement and is above the range of reasonableness for a Common Fund Fee based on
2 the size of the Common Fund.

3 132. Whether King County pays the Common Fund Fee to Class Counsel by
4 deducting that amount from the omitted PERS Contributions or DRS pays the Common Fund
5 Fee, it shall be paid within thirty-five (35) calendar days after the Effective Date.

6 **Award to Named Plaintiff**

7 133. The named plaintiff Kevin Dolan should receive a plaintiff's award of \$45,000
8 for his work in assisting class counsel. Mr. Dolan's participation from 2006 through 2012 has
9 included but is not limited to, commencement of this lawsuit, class certification, discovery
10 matters (including answering interrogatories, producing extensive personal records, and
11 deposition testimony), preparation of declarations, attendance at meetings, communications
12 with class members, and assisting class counsel in the trial court proceedings, the proceedings
13 in the Supreme Court, and in the Legislature, see ¶43. In connection with its consideration of
14 whether to approve the Settlement, the Court may modify the amount of the plaintiff's award if
15 the Court determines that the amount of award is unreasonable in the context of the case.

16 134. The award to the named plaintiff described above shall be paid by King County
17 within thirty-five calendar days after the Effective Date. The parties intend that plaintiff's
18 award should not be treated as wages, but as 1099 income.

19 **PAYMENT BY CLASS MEMBERS OF COMMON FUND FEE**
20 **ADVANCED BY DRS**

21 135. The Class will pay the Common Fund Fee as explained below. As in *Bowles*,
22 the Common Fund Fee will be paid by Class Members from the Employee Contribution portion
23 of the PERS contributions, not from the Employer Contribution portion of the PERS
24 contributions. As in *Bowles*, the Deduction Percentage is the percent that the Common Fund
25 Fee is of the Common Fund, i.e., 9.2% with a Common Fund of \$130 million and a Common
26 Fund Fee of \$12 million. The Deduction Percentage would be higher here if the Common
27 Fund were lower or it would be lower if the Common Fund were higher. As in *Bowles*,
because it is not feasible for Class Members to make current payments, DRS will advance the

1 Class Members' payment from the Employee Contributions either by: (1) King County paying
2 the Common Fund Fee to Class Counsel out of the Employee Contribution portion of the PERS
3 contributions to otherwise be paid to DRS or (2) if DRS prefers, by the PERS Trust Fund or
4 DRS advancing the Common Fund Fee out of the Employee Contribution paid to DRS as part
5 of the PERS contributions. The Class Members shall repay the advanced Common Fund Fee to
6 the PERS Trust fund(s) or DRS by the deductions from retirement benefits as stated in ¶¶ 136-
7 137 below or as provided in ¶138.

8 136. This paragraph explains the method for deducting the Common Fund Fee from
9 future retirement benefits of the Class Members other than those who are Judges participating
10 in the Judicial Benefit Multiplier Program. The Common Fund and the Deduction Percentage
11 for a Class Member's future retirement benefit is based on the retroactive PERS-eligible
12 service earned for the King County public defense work that is the subject of this action and
13 excludes other PERS service the Class Members may have had previously or for PERS service
14 they will have in the future. Accordingly, the Deduction Percentage from PERS pension
15 benefit payments for each Class Member will be multiplied by a fraction in which the
16 numerator is the number of months retroactive PERS-eligible service obtained in this action for
17 King County public defense service, and the denominator is the total number of months of
18 PERS service credit the Class Member has at retirement. For example, if a Class Member had
19 120 months of retroactive PERS-eligible service in King County public defense agency work
20 and a total of 360 months of PERS service credit at retirement, the fraction would be one-third
21 and the actual Deduction Percentage would be one-third of 9.2%, or about 3.07%. Because
22 most Class Members will earn additional PERS service after the resolution of this case or
23 because they have prior PERS service, the actual deduction percentage will be less than 9.2%
24 as shown in the preceding illustration.

25 137. For Class Members who are Judges participating in the Judicial Benefit
26 Multiplier Program, the Deduction Percentage shall be based on the effect that the retroactive
27 PERS-eligible service obtained in this case has on the percentage of the Judge's final average

1 salary the Judge is eligible to obtain as a pension. By way of illustration, under PERS 1 and 2,
2 a PERS member earns 2% of his or her average final salary for each year of service, while
3 under the Judicial Benefit Multiplier Program, participating Judges earn 3.5% of their final
4 average salary for each year of Judicial service. Thus, for each year of service as a Judge — by
5 way of illustration of how the Deduction Percentage for the Common Fund Fee is calculated
6 for Judges participating in the Judicial Benefit Multiplier Program — if Class Member Judge
7 has 10 years of retroactive PERS-eligible service as a King County public defense employee
8 and 15 years of PERS service as a Judge in the Judicial Benefit Multiplier Program when the
9 Judge retires, the public defense service equates to 20% of his or her average final salary (10
10 years times 2% per year) while the Judge's work as a Judge in the Judicial Benefit Multiplier
11 Program for 15 years equates to 52.5% of the Judge's average final salary (15 years times
12 3.5%). Thus, in this illustration, the Judge's PERS pension equals 72.5% of the Judge's
13 average final salary. The Judge's King County public defense service thus provides in this
14 illustration about 27.59% of the Judge's final salary (.20 divided by .7250 equals .2759 or
15 27.59%) and the Deduction Percentage for the Judge for the Common Fund Fee would be
16 .2759 times 9.2 which equals about 2.538% of the Judge's monthly pension amount.

17 138. As an alternative, instead of repaying DRS from Class Members' future
18 retirement benefits for the advance of the Common Fund Fee, the Class Members may pay
19 DRS or the PERS fund directly. If the Class Member chooses this option, the Class Members
20 pro rata share of the Common Fund Fee will be determined based on the percentage of the
21 Common Fund that the present value of the Class Member's PERS pension benefit is of the
22 Common Fund. For example, if the present value of the Class Member's PERS Benefit is
23 \$500,000, the Class Member's pro rata share would be \$500,000 divided by \$130,000,000
24 (Common Fund) times \$12,000,000 (Common Fund Fee) which equals about \$46,154 (Class
25 Member's pro rata share of the Common Fund Fee). If the Class Member chooses this
26 alternative, the Class Member may pay their share of the pro rata Common Fund Fee by using
27 funds in an existing retirement account (such as an IRA) to the extent permitted by law without

1 incurring taxes or they may choose to repay DRS over five years either by payroll deductions
2 for those employed in PERS positions or by a payment plan acceptable to DRS for those not
3 employed in PERS positions. Each Class Member is solely responsible for any tax
4 consequences of proceeding under this paragraph.

5 139. If a Class Member withdraws from PERS before retiring, DRS shall calculate,
6 as of the time of the withdrawal, the present value of the future benefit check deductions that
7 would have been made under this Agreement. DRS shall be entitled to offset and retain that
8 amount before paying any remaining balance owed to the Class Member.

9 XII. COURT'S AUTHORITY AND ENFORCEMENT

10 140. This Settlement Agreement is a product of substantial negotiations and
11 compromises by the parties, and thus the Settlement Agreement represents a unitary whole and
12 each and every term therein is an integral part of the entire Agreement. Pursuant to Civil Rule 23,
13 the Court will determine whether the proposed settlement as a whole is fair and reasonable and
14 whether to approve or reject the entire Settlement Agreement. Except as provided in the
15 Agreement, the Court is not authorized to modify the terms of the negotiated settlement. Prior to
16 the Effective Date, all proceedings in the Action will be stayed except those relating or necessary
17 to the approval, implementing, interpreting and enforcing the Settlement Agreement. The Court
18 retains authority after the Effective Date to implement, interpret and enforce this Agreement, to
19 resolve minor ambiguities, to make reasonable modifications to which the parties agree, and to
20 correct minor mistakes and minor technical errors, provided the purposes and intent of the
21 Agreement are fulfilled.

22 XIII. DISMISSAL OF CLAIMS AND COUNTERCLAIMS

23 141. Class Released Claims and the King County Released Claim that were or could
24 have been brought in this action shall be dismissed with prejudice not later than forty-five (45)
25 days after the Effective Date. After the dismissal of claims, the Court retains authority to
26 implement, interpret and enforce the Agreement and to compel performance of all requirements
27 of the Agreement that are intended to be carried out after dismissal of claims. As part of

1 implementing, interpreting and enforcing the Settlement Agreement the Court retains authority
2 to resolve individual issues, if any, concerning PERS enrollment and PERS contributions, and
3 any individual issues concerning the retroactive PERS enrollment of individual Class Members
4 that occurs under this Agreement.

5
6 DATED this _____ day of _____, 2012.

7
8 FOSTER PEPPER PLLC

BENDICH, STOBAUGH & STRONG, P.C.

9
10 _____
11 Tim Filer, WSBA #16285
12 *Attorneys for Defendant King County*

David F. Stobaugh, WSBA #6376
13 *Attorneys for Plaintiffs*

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EXHIBIT A
SERVICE CREDIT

September 1, 1991, and After

Plan 1

A PERS Plan 1 member earns service credit for each month of employment in an eligible position.

- A member compensated for 70 hours or more earns one month of service credit.
- A member earning some compensation but for less than 70 hours in a month earns 1/4 month of service credit.

Plan 2 or Plan 3

A PERS Plan 2 or Plan 3 member earns service credit for each month of employment in an eligible position.

- A member compensated for 90 hours or more earns one month of service credit.
- A member compensated for at least 70 hours but less than 90 hours earns 1/2 month of service credit.
- A member earning some compensation but for less than 70 hours earns 1/4 month of service credit.

Prior to September 1, 1991

Plan 1

Before September 1, 1991, a PERS Plan 1 member in an eligible position earned service credit on a monthly basis as follows:

- If compensated for 70 hours or more, the member earned one month of service credit.
- If compensated for less than 70 hours in a month, the member did not earn service credit for that month.

Plan 2 or Plan 3

Before September 1, 1991, a PERS Plan 2 or Plan 3 member in an eligible position earned service credit on a monthly basis as follows:

- If compensated for 90 hours or more, the member earned one month of service credit.
- If compensated for less than 90 hours, the member did not earn service credit for that month.

EXHIBIT B – GROUP 1

1
2 Adair, Mark
3 Adams, John
4 Alejo, Maria
5 Allman, Theresa
6 Almeraz, Arthur
7 Alyabyeva, Tatyana
8 Alyn, Chloe
9 Anderson, Linda
10 Anderson, Elizabeth
11 Andreasen, Gustaf
12 Andrews, Joshua
13 Ankeny, Kyle
14 Aralica, Edwin
15 Atwood, Jennifer
16 Bajra, Preman
17 Baker, Debra
18 Baker, Karen
19 Beard, Jennifer
20 Beattie, Brian
21 Bendernagel, David
22 Benjamin, Rodney
23 Berry, Audrey
24 Bielman, Deborah
25 Birrane, Deborah
26 Black, James
27 Bloom, Ragnar
Bowles, Amy
Boyum, Kari
Bradley, Mark
Brandes, Ramona
Breeton, Angela
Brian, Hope
Bright, Debra
Brinster, Jeanette
Brownstein, Stacey
Buchanan, Graham
Burkland, Reid
Bussarakum, Isabel
Calder,Carolynn
Cameron, Chad
Capers, Cathy
Carter, Twyla
Cavallo, Janet
Chang, Kenneth
Charlton, Claudia

1 Chiu, Cynthia
Church, Cherilyn
2 Ciecko, Alena
Coleman, Natasha
3 Collins, Risa
4 Conant, Seth
Conroy, James
5 Contreras, Ray
Corbley, Michael
6 Cork, Whitney
Covello, Matthew
7 Cox, Loring
8 Cox, Amy
Crawford, Wanda
9 Croft, D. Kim
Cromwell, Elinor
10 Cronin, Kim
Cuadra, Leslie
11 Cunningham, D'adre
12 Daly, Anne
Daly, Cailin
13 Daugaard, Lisa
Davis, Gary
14 Davison, Elvira
Deckman, Emily
15 Defelice, Michael
Dhillon, Kuljinder
16 Dhingra, Roopali
Diefendorf, Jayne
17 Dillon, Megan
18 Dizon, Meloni
Dolan, Kevin
19 Dolan, Anne
Donion, Cynthia
20 Drenning, John
21 Driscoll, Denise
Drogseth, Melinda
22 Dryden, Rachel
Dubow, Jesse
23 Dunne, Thomas
Duran, Miguel
24 Edmiston, Roberta
Edmonds, Corey
25 Edwards, Charity
26 Edwards, Katharine
Elliott, Catherine
27 Elliott, Trudy

- 1 Ellis, Shoshana
- Elmore, Nina
- 2 Eppler, George
- Erickson, Diana
- 3 Ewers, John
- 4 Exe, Kimberly
- Eyre, Pandora
- 5 Faller, Virginia
- Farden, Katie
- 6 Farley, Eileen
- Felsman, Kris
- 7 Ferrucci, Mckenzie
- 8 Fisher, Mary
- Flaherty, Brian
- 9 Flora, Mark
- Foedisch, Victoria
- 10 Franklin, Christopher
- Frantz, Louis
- 11 Franz, Matthew
- Free, Jay
- 12 Freeman, Roger
- Freer, Victoria
- 13 Gaer, Roger
- 14 Gallardo, Viviana
- Garberding, Paige
- 15 Garcia, Lourdes
- Garrett, Lucas
- 16 Gestaut, Kristen
- Gibbs, Devon
- 17 Gibson, Catlin
- 18 Giddings, France
- Giske, Megan
- 19 Goldsmith, Benjamin
- Gonzales, Carlos
- 20 Gonzalez-Pena, Parsi
- Good, Cherie
- 21 Gould, Shannon
- 22 Gray, Ryan
- Gray, Karen
- 23 Gregory, Gerald
- Gruenhagen, Todd
- 24 Haefer, Reid
- Haley, Juanita
- 25 Hall, Randall
- 26 Hamaji, Leo
- Hamlin, Spencer
- 27 Hampton, Brad

1 Harrigan, Mary
2 Hart, Larry
3 Harvey, Shannon
4 Hecklinger, Nikole
5 Heigaard, Angela
6 Heiman, Ron
7 Henrikson, Kenneth
8 Hermon, Holly
9 Heyd, Jana
10 Hill, Gordon
11 Hochstrasser, Verna
12 Hodder, Brian
13 Honore, Travis
14 Howard, Terry
15 Huffman, Carey
16 Hunter, Linda
17 Hunter, Louis
18 Hurley, Katherine
19 Jackson, Christine
20 James, Cloretta
21 Jarvis, Zachary
22 Jenkins, Judy
23 Johnson, Timothy
24 Johnson, Dillon
25 Johnson, Kelli
26 Jourdan, Robert
27 Kalfayan, Stephanie
Kaplan, Benjamin
Kato, Nicholas
Kellemen, Joshua
Kerr, Lisa
Ketterling, Scott
Kim, Robert
Kim, Tomackie
Kinard, Deborah
King, Mary
King, Amy
Knowles, Devon
Kolpa, Tracy
Krut, Amanda
Kurth, Russell
Kvistad, Jamie
Lalonde, Lauren
Langley, Mark
Lapps, Tracy
Larose, Sheila
Lawry, Julie

1 Lederer, Rebecca
2 Lee, Seung-jae
3 Lennier, Sherrie
4 Lennox, Lindsay
5 Levinson, Lori
6 Levy, Gail
7 Lichtenstadter, Richard
8 Livesley, Wendy
9 Lofgren, Paula
10 Longaker, Kirsten
11 Love, Marilyn
12 Luer, Carl
13 Lurie, Deborah
14 Luthra, Anuradha
15 Lutz, James
16 MacDonald, Stacey
17 Madsen, Donald
18 Maguire, Kelli
19 Maguire, Dillon
20 Makaryan, Emiliya
21 Malle, Joshua
22 Marley, Sacha
23 Mattson, Nancy
24 May, Deborah
25 Mayor, Mark
26 McCabe, Kevin
27 McClellan, Kathleen
McCoy, Marvin
McCullough, Michael
McIntyre, Heather
McKee, Maureen
McKee, Nastassia
McKinney, Elizabeth
McKinney, Erin
McLane, Lauren
Menovcik, Matthew
Merchant, Karim
Mikkelsen, Floris
Miller, Theodore
Mitchell, Valarie
Montgomery, Wanda
Mordekhova, Evgeniya
Morris, Laurie
Morris, Michael
Morris, Daron
Murphy, Micheline
Murray, Karen

1 Murray, Kristen
2 Nacht, Linmarie
3 Nadeau, Carlton
4 Naden, Marian
5 Narvaez, Alexandra
6 Naylor, Marcus
7 Newcomb, Jonathan
8 Nicolaus, Erica
9 Noy, Kham
10 Nyrop, Kris
11 Oberlander, Melanie
12 O'Connor, Colleen
13 Odama, Melissa
14 Ostermann, John
15 Overton, Melody
16 Page, John
17 Paglisotti, Lisa
18 Palmer, Harold
19 Pang, Matthew
20 Parker, Amy
21 Parrotta, Sandro
22 Pasion, Pamela
23 Paulsen, Anita
24 Pelka, Dan
25 Penn, Patricia
26 Perkins, Abbey
27 Petersen, Robert
Peterson, Dorry
Phair, Vone
Picchena, Jill
Pickering, Suzanne
Podriznik, Richard
Poisel, Joshua
Pollock, Terri
Powell, Martin
Powers, Sasha
Prado, Arnold
Pratt, Magdalena
Prestia, William
Price, Nicole
Proud, Sonya
Randolph, John
Redford, Debra
Redman, Helen
Rettinghouse, Heidi
Richards, Janna
Richards, Joseph

1 Rieger, Donna
Riley, Thomas
2 Rivera, Vannessa
Roberson, David
3 Roberts, Royce
4 Roberts, Lorraine
Robinson, James
5 Rodriguez, Michelle
Rogers-williams, Evelina
6 Romanovich, Robin
Ronholt, Linda
7 Rosier, Nichelle
8 Ross, Kathryn
Rowe, Michelle
9 Rush, Cassie
Rybalkin, Nicole
10 Saeda, Scott
Salomon, Jesse
11 Samuel, Anna
Sandver, Nathan
12 Sanguinetti, Bopha
13 Scheinman, Tenaya
Schmidt, Scott
14 Schultz, Lynn
Schultz, Rachael
15 Scott, Debra
Seager, Sara
16 Seawell, David
Seelig, Catherine
17 Selk, Christian
18 Sellers, Stephanie
Sevilla, Iris
19 Shamulka, Bruce
Shaw, Kris
20 Shotwell, Kristin
Silva, Cathy
21 Sirkin, Micol
22 Skow, Cynthia
Slaughter, Lynn
23 Somerstein, Leslie
Sonik, Lauren
24 Sorenson, David
Spencer, Erick
25 Spencer, Jeffery
26 St. John, Quita
Stearn, Theresa
27 Stenchever, Marc

1 Stephens, Isaac
2 Steward, Kevin
3 Stewart, Virginia
4 Studeman, Pamela
5 Swaby, Christopher
6 Symons, Brandt
7 Tallarico, Shari
8 Taylor, Tiffany
9 Thomas, Leona
10 Tobin, Milo
11 Torres, Marlon
12 Tran, Hong
13 Trickey, Lois
14 Turner, Tiffanie
15 Valerio, Pat
16 Vargas, Haydee
17 Varnado-Rhodes, Sharon
18 Vavrick, Douglas
19 Vernon, Paul
20 Vollmar, Ryan
21 Waldman, Nancy
22 Walker, Sofia
23 Wallace, Katherine
24 Walton, Martha
25 Ward, Byron
26 Ward, Raymond
27 Warden, Alison
Wartnik, Felicia
Welch, Cort
Welter, Timothy
Wheeler, Quinlan
Wiggins, Henry
Wiggs-martin, Josephine
Williams, Robert
Williams, Leonard
Wilson, Deborah
Witherspoon, Bettye
Wolf, Sam
Wolfe, Justin
Wood, Susan
Woynarowski, Mick
Wrenn, Denise
Wyman, Robert
Yescas, Claudia
Young, Lei
Zimmerman, Henry
Zorich, Jacklynn

EXHIBIT C - GROUP 2

1
2 Abraham, Sunil
3 Acosta, Fabian
4 Alsept, Renee
5 Anderson, Iris
6 Avila-Arriola, Marina
7 Baer, Simmie
8 Baskin, Judith
9 Beckerman, Kathryn
10 Bell, Brenda
11 Berry, Eric
12 Bjork, Amity
13 Black, Kevin
14 Bock, Robert
15 Boland, Alyssa
16 Boruchowitz, Robert
17 Bramhall, Elizabeth
18 Brown, Elizabeth
19 Brown, Susan
20 Brown, Dana
21 Brusanowski, Anna
22 Bryant, Alesia
23 Bullock, Gina
24 Burich, Claire
25 Caldwell, Sam
26 Carey, Ann
27 Carnell, Laura
Carpenter, John
Carroll, Dennis
Carter-Eldred, Scott
Castillo, Anita
Cervantes, Benito
Chapman, David
Christensen, Lisa
Clark, Karen
Cohan, Molly
Cook, Mark
Corbley, Charlotte
Crowley, Shawn
Curtis, Yvonne
Dalton, Thomas
Darling, Marjorie
Daw, Daniel
Debruler, Charles
Demps, Sharlotte
DiIorio, Rosalyn

1 Donaldson, Vade
2 Duong, Tammy
3 Ellerby, Carol
4 Ellis, Jeffrey
5 Elsberry, Cindy
6 Estes, Cynthia
7 Exe, Lynn
8 Felker, Daniel
9 Figures, Wilma
10 Finney, Michele
11 Flavin, Elizabeth
12 Flennaugh, Robert
13 Freitas, Veronica
14 Gales, William
15 Garcia, Laura
16 Garrison, Leslie
17 Gibson, Laurel
18 Giffin, Holli
19 Gill, Sharon
20 Girard, Gregory
21 Gordon, Kimberly
22 Gormley, Cathleen
23 Gregory, Willie
24 Griffie, Norman
25 Griffin, Theresa
26 Gustavson, Lori
27 Hammerstad, David
Hardy, Willie
Hartman, Jennifer
Henderson, Vernon
Hibbard, Cynthia
Hobbs, Virginia
Holmes, Juanita
Holt, Douglas
Hornfeck, Lisa
Hough, Dennis
Humiston, Lewis
Jefferson, Gwen
Jefferson, W
Jessen, Barbara
Jursek, Edward
Kane, Karla
Kay, Robert
Kehoe-Ehlers, Shoshana
King, Charlene
Kitching, Alfred
Koenig, James

1 Konrad, Lois
2 Lamendola, Benoit
3 Langston, Van
4 Lara, Stacey
5 Larranaga, Mark
6 Lavengood, Rachel
7 Leage, Samantha
8 Lee, Sohaye
9 Lee, Marvin
10 Leonard, Russell
11 Levidow, Richard
12 Lewis, Duncan
13 Lewis, Hong-vy
14 Lightbourn, Frenchie
15 Lillevik, Linda
16 Lind, Connie
17 Linton, Asia
18 Lopez, Elizabeth
19 Lynch, Joseph
20 MacDonald, Peter
21 Mador, Alan
22 Malat, Jill
23 Marlow, Ian
24 Marshall, Virginia
25 McConnell, Kevin
26 McCrae, Douglas
27 McDonald, Catherine
McGrath, Nicole
McKinney, Claudia
McLean, Kevin
Meryhew, Brad
Meyer, Mirvia
Meyer, David
Miazga, Michael
Mills, Lamar
Mishalanie, Nancy
Moceri, Anita
Moran, Timothy
Morgan, Michael
Mulligan, Lisa
Nip, Kinglun
Obermeier, Katherine
Olson, David
Ozzengett, Juni
Pareira, Marcy
Parenteau, Mark
Partington, Norman

1 Pasion, Patrick
2 Peale, Walter
3 Pfeifer, Jessica
4 Platz, Kathleen
5 Potter, Elizabeth
6 Prothero, Mark
7 Reese, JoAnn
8 Richards, Clifford
9 Rivas, Ruth
10 Rodriguez, Francisco
11 Roosen-runge, Kord
12 Sagdahl, Patrick
13 Schwartz, Jen
14 Shannon, Katera
15 Shapiro, Adam
16 Spanton, Cindy
17 Stanton, Andrew
18 Stanton, Janet
19 Staton, Jeff
20 Stelter Belisle, Katie
21 Stoddard, Michael
22 Sutton, Aimee
23 Towery, Diana
24 Trujillo, Lee
25 Virtue, Clarence
26 Wackerman, Don
27 Walsh, Michael
28 Warner, Richard
29 Werake, Mahinda
30 Weston, Eric
31 Wheaton, Renee
32 White, James
33 White, Mary
34 White, Sara
35 Wiley, Joanne
36 Williams, Brenda
37 Williams, Terry
38 Witchley, Steven
39 Wojewodzki, Maureen
40 Wolney, Mary
41 Woods, Clemmen
42 Yatsko, Sarah
43 Yeung, Wang

EXHIBIT D – GROUP 3

1
2 Becker, Richard
3 Bellam, Deborah
4 Boivin, Barbara
5 Chess-Prentice, Faye
6 Comstock, Kenneth
7 Craighead, Susan
8 deLongh, Bailey
9 Doerty, James
10 Dowd, Patrick
11 Doyle, Theresa
12 Ernsdorff, Gary
13 Garratt, Julia
14 Halpert, Helen
15 Hansen, Terri
16 Harper, Anne
17 Harris, Barbara
18 Hassett, Stephen
19 Hill, Hollis
20 Horton, Janet
21 Hultman, Carl
22 Inveen, Laura
23 Kessler, Ronald
24 Konat, James
25 Leech, Richard
26 Madsen, Barbara
27 McAdoo, Enid
28 McDermott, Richard
29 Merelle, Linda
30 Moore, Catherine
31 Mulligan, Terry
32 Nakata, Alicia
33 Pinkett, Carolyn
34 Portnoy, Linda
35 Radcliffe, Mary
36 Rietschel, Jean
37 Roberts, Mary
38 Scarr, Rod
39 Schipp, William
40 Schwanz, Thomas
41 Short, Mary Beth
42 Smith, Douglas
43 Spearman, Mariane
44 Spearman, Michael
45 Spector, Julie
46 Thoenig, Raymond

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Tombow, Cathy
Trickey, Michael
Ulrey, Page
Welden, Robert
Yeannakis, George

EXHIBIT E – GROUP 4

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- Baker, Melissa
- Corsilles, Cindy
- Daniels, Leah
- Dannen, Sara
- D'Annunzio, Jacob
- DanPullo, Susan
- Hughes, Rachel
- McCurdy, Margaret
- Newman, Erica
- O'Brien, Kathleen
- Quint, Emily
- Stark, Rahmie
- Zacher, Nicole

EXHIBIT F – GROUP 5

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Abbott, Carl
Adrian, Beatye
Adwell, Sarah
Agranoff, Lisa
Alderson, Nichelle
Alexander, Amy
Allen, Candice
Anderson, Patrice
Anderson, Jennifer
Andresen, Kristin
Armstrong-blanchard, Emma
Berdecia, Tamera
Bianchi, John
Bible, James
Binkley, Paula
Black, Kristen
Blanchette, Portia
Bland, Marguerite
Boden, Martha
Boman, Jane
Bounyavong, Jazmyn
Boyd, Lilah
Boyden, Richard
Brophy, Brendan
Brown Lee, Deborah
Bruch, Sarah
Byrd, Luke
Cahill, Caedmon
Cameron, Katherine
Canary, Kelly
Carney, Christopher
Carroll, Jenny
Carter, Catherine
Casanova, Liezl
Castro, Dariene
Castro Sanjuan, Sanjuan,
Cava, Mario
Chang, Angela
Chiang-lin, Tim
Chin, Robert
Choquette, Peter
Cohen, Nannette
Compton, Julee
Conlan, Teresa
Connolly, Daniel

1 Cook, Annette
2 Cope, Erica
3 Copeland, Sean
4 Cosgrove, Jennifer
5 Cotton, Stephanie
6 Counts, Jr.,
7 Cozad, Elisa
8 Croft, Catherine
9 Crowe, Dineal
10 Culbertson, Jennifer
11 Cupps, Lucas
12 Curtis, Erin
13 Dansky, Kara
14 Davis, Jesse
15 Day, John
16 Dederer, Anne
17 Dempsey, Amy
18 Dennison, Joe
19 Derrico, Dave
20 Desimone, Amy
21 Devine, Jenny
22 Devlin, Sean
23 Dezengetita, Kate
24 Douglass, Lisa
25 Dunphy, Robert
26 Earle, Monalesia
27 Edmond, Lee
Edwards, Lea
Eggertsen, Burton
Ejarque, Raymond
Escher, John
Everds, Mark
Felsman, Ashley
Ferrari-agudelo, Laura
Ferry, Ashley
Fisher, Danielle
Fitzgerald, Aida
Franklin, Krista
Freeman, Lawrence
Freimuth, Andrea
Frost, Elisabeth
Fukumoto, Jennilee
Fuller, Kendra
Fullner, Erin
Funk, Lindsay
Garrison, Eula
Gerlitz, Theresa

1 Gignoux, Edward
2 Gill, Karanbir
3 Ginsberg, Raphael
4 Glatzer, Ollie
5 Goldman, Jeffrey
6 Goldstein, Mordecai
7 Graf-brennen, Miles
8 Grant, Terry
9 Green, Latoya
10 Green, Marcel
11 Gregory, Jason
12 Greisch, Alice
13 Gross, Nicholas
14 Guneratne, Kathleen
15 Gutierrez, Isela
16 Haenel, Alicia
17 Hahn, Jenny
18 Hampton, Eve
19 Hansen, Angela
20 Harris, Candace
21 Hart, Brent
22 Hawkins, Sarah
23 Hazen, Julie
24 Hicks, Shanon
25 Hill, Julia
26 Hillas, Duart
27 Holmes, Andrew
Hutchinson, Ken
Hutchison, Saraellen
Jacobsen, Sonja
Jensen, Erik
John, Jesse
Johnson, Holly
Johnson, Sean
Johnson, Thomas
Jones, Salem
Jones, Christine
Jones, Elisa
Kakar, Aisha
Kellogg-mortenson, Julie
Kendle, Dorey
Kern, Bryan
Khandelwal, Anita
Kilpatric, Dylan
Kim, Jamie
Kim, Jamie
Klement, Tal

1 Knappert, Anton
2 Kudryn, Margaret
3 Kysar, Anne
4 Langham, Karla
5 Larson, Amanda
6 Lasusa, Jenene
7 Lauderbaugh, Jann
8 Lawrence, Lisa
9 Lee, Kay-c
10 Lee, Sang
11 Leyba, Matthew
12 Liddy, Wayne
13 Lipman, Avi
14 Lovell, Erin
15 Lugo, Carlos
16 Lundgren, Ellyn
17 Lusignan, Kerry
18 Lynn, Kate
19 Madrone, Adrian
20 Mainland, Jean
21 Mangiaracina, Kelly
22 Manley, Mark
23 Marshall, Joseph
24 Marshall, Christine
25 Martin, Vanessa
26 Marvy, Paul
27 McCarthy, Michele
28 McCord, Melissa
29 McDaniel, David
30 McDermott, Matthew
31 McDonald, Robert
32 McGowan, Matthew
33 McKenzie, Rochelle
34 McMurdo, Ann
35 McNamara, Antoine
36 Mendez, Damian
37 Mentzer, Morgan
38 Meyer, Sandra
39 Miller, Marilyn
40 Millikan, Alison
41 Mills, Michelle
42 Min, Susan
43 Mitchell, Jeanette
44 Montez, Susan
45 Montgomery, Janika
46 Moritz, Staci
47 Morrison, Mary

1 Morton, Damarcus
2 Moseley, Sarah
3 Moua, Ge
4 Muth, Amy
5 Muwero, Heather
6 Myles, Achebe
7 Niemeyer, Patricia
8 Njoku, Noble
9 Norman, Daniel
10 Norwood, Ryan
11 Oelke, Suzanne
12 Offenbecher, Cooper
13 O'Leary, Kristin
14 O'Neill, Marjorie
15 Ortiz, Carlos
16 Osher, Julia
17 Osterhage, Josl
18 Painter, Robyn
19 Pascua, Madison
20 Payan, Nadine
21 Pearson, Alyn
22 Perry, Armand
23 Peterson, Janelle
24 Phelps, Porsche
25 Phillips, Galia
26 Piccolo, Christine
27 Pinkham, Malena
Potts, Cory
Prettyman, Carmen
Price, Robin
Ramsey, Robert
Range, Jack
Reams-giersch, Julia
Reilly, Renee
Rekhi, Heather
Repanich, Andrew
Ricciardi, Michael
Rice, Andrew
Ridge, Paul
Roberts, Haley
Rodriguez, Andrea
Rodriguez Abad, Abad,
Rogers, Karin
Rosen, Joshua
Ross, Gyasi
Royalty, Paula
Rozsnafszky, Nicholas

1 Rubenstein, Andrew
2 Rubia, Nicole
3 Russell, Patricia
4 Sampson, Rani
5 Sanders, Shaakirrah
6 Sanderson, Karen
7 Scarsella, Alisha
8 Schaer, Joshua
9 Secrest, Sheley
10 Sekhon, Nirej
11 Selfridge, Marian
12 Sellers, Michelle
13 Shah, Roheela
14 Shea, Kathleen
15 Shuster, Ariell
16 Sinness, Kirsten
17 Sjursen, George
18 Sklow, Diane
19 Slattery, Jennifer
20 Smith, Laura
21 Smith, Leslie
22 Snyder, David
23 Spung, Debra
24 Stalker, Alex
25 Stelly, Jennifer
26 Stenberg, Carley
27 Stephens, Kyana
Stephens, Mary
Straub, Heather
Straub, Alexander
Strom, David
Symms, Jennifer
Taft, Robin
Tavel, Phillip
Thomas, Janet
Tobias, Rachel
Torres, Fernanda
Trinkl, Monica
Trowbridge, Paul
Truong, Tai
Tucker, Laurie
Tucker, Chrishendra
Tungova, Jana
Tutmarc, Andrea
Tuttle, Naomi
Tvedt, Collete
Unten, Christine

- 1 Valdez, Sarah
- Valencia, Erika
- 2 Vanderhaar, Caroline
- Vanderwerf, Stevan
- 3 Voget, Jane
- 4 Wagonfeld, Ariella
- Walker, Trish
- 5 Weil, Noah
- White, Miriam
- 6 White, Laura
- Whitson, Andrew
- 7 Wilhite, Robert
- 8 Williams, Harry
- Williams, Desiree
- 9 Williamson, Jill
- Wilson, Amanda
- 10 Winchester, Tonia
- Wong-gantt, Melinda
- 11 Wright, Sherry
- Wyeth, Jennifer
- 12 Wysocki, Cindy
- 13 Yoon, Ellen
- Young, Ellie
- 14 Young, Joel
- Zaleski, Alice
- 15 Zevenbergen, Haley
- 16 Zytzniak, Karen

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EXHIBIT G

RETIREMENT CONTRIBUTION RATES

PERS Plan 2 and 3 - Non-State Agencies (Political Subdivisions)

PERS 2 PLAN and PERS 3 PLAN

FROM THIS DATE	THROUGH THIS DATE	EMPLOYER PICK-UP RATE	EMPLOYER RATE
10/01/77	06/30/79	0.0551	0.0707
07/01/79	06/30/81	0.0551	0.0741
07/01/81	07/31/82	0.0511	0.0650
08/01/82	06/30/83	0.0511	0.0656
07/01/83	06/30/85	0.0511	0.0731
07/01/85	06/30/86	0.0483	0.0792
07/01/86	06/30/87	0.0483	0.0797
07/01/87	08/31/88	0.0490	0.0816
09/01/88	06/30/89	0.0490	0.0822
07/01/89	08/31/90	0.0470	0.0850
09/01/90	08/31/91	0.0470	0.0761
09/01/91	12/31/91	0.0470	0.0794
01/01/92	08/31/92	0.0485	0.0794
09/01/92	06/30/93	0.0485	0.0751
07/01/93	08/31/93	0.0485	0.0746
09/01/93	08/31/95	0.0500	0.0758
09/01/95	08/31/97	0.0508	0.0762
09/01/97	06/30/99	0.0465	0.0750
07/01/99	04/30/00	0.0185	0.0480
05/01/00	08/31/00	0.0154	0.0381
09/01/00	06/30/01	0.0243	0.0467
07/01/01	03/31/02	0.0088	0.0177
04/01/02	04/30/02	0.0065	0.0133
05/01/02	06/30/03	0.0085	0.0132
07/01/03	08/31/04	0.0118	0.0140
09/01/04	06/30/05	0.0118	0.0138
07/01/05	06/30/06	0.0225	0.0244
07/01/06	12/31/06	0.0350	0.0369
01/01/07	06/30/07	0.0350	0.0348
07/01/07	08/31/07	0.0415	0.0612
09/01/07	06/30/08	0.0415	0.0613
07/01/08	06/30/09	0.0545	0.0831
07/01/09	08/31/09	0.0389	0.0529
09/01/09	06/30/11	0.0390	0.0531
07/01/11	08/31/11	0.0459	0.0707
09/01/11	03/31/12	0.0464	0.0725
04/01/12	06/30/12	0.0464	0.0708
07/01/12		0.0464	0.0721

PERS 1 PLAN

FROM THIS DATE	THROUGH THIS DATE	EMPLOYER PICK-UP RATE	EMPLOYER RATE
07/01/77	06/30/79	0.06	0.0567
07/01/79	08/30/81	0.06	0.0736
07/01/81	07/31/82	0.06	0.0650
08/01/82	06/30/83	0.06	0.0656
07/01/83	06/30/85	0.06	0.0731
07/01/85	06/30/86	0.06	0.0878
07/01/86	06/30/87	0.06	0.0881
07/01/87	08/31/88	0.06	0.0612
08/01/88	06/30/89	0.06	0.0618
07/01/89	08/31/90	0.06	0.0650
08/01/90	08/31/91	0.06	0.0761
08/01/91	08/31/92	0.06	0.0794
08/01/92	06/30/93	0.06	0.0751
07/01/93	08/31/93	0.06	0.0746
08/01/93	08/31/95	0.06	0.0758
08/01/95	08/31/97	0.06	0.0762
08/01/97	06/30/99	0.06	0.0750
07/01/99	04/30/00	0.06	0.0460
05/01/00	08/31/00	0.06	0.0381
08/01/00	06/30/01	0.06	0.0467
07/01/01	03/31/02	0.06	0.0177
04/01/02	04/30/02	0.06	0.0133
05/01/02	06/30/03	0.06	0.0132
07/01/03	08/31/04	0.06	0.0140
08/01/04	06/30/05	0.06	0.0138
07/01/05	06/30/06	0.06	0.0244
07/01/06	12/31/06	0.06	0.0369
01/01/07	06/30/07	0.06	0.0546
07/01/07	08/31/07	0.06	0.0612
08/01/07	06/30/08	0.06	0.0613
07/01/08	06/30/09	0.06	0.0831
07/01/09	08/31/09	0.06	0.0529
08/01/09	06/30/11	0.06	0.0531
07/01/11	08/31/11	0.06	0.0707
08/01/11	03/31/12	0.06	0.0725
04/01/12	06/30/12	0.06	0.0708
07/01/12		0.06	0.0721