

**SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR PIERCE COUNTY**

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*Dolan v. King County*

No. 06-2-04611-6

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**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

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**TO: CLASS MEMBERS IN THE DOLAN CASE. KING COUNTY PUBLIC DEFENSE EMPLOYEES – LAWYERS AND STAFF.**

**Why You Are Receiving This Notice**

You are receiving this notice because records show that you are a Class Member in the *Dolan* case. This notice pertains to your legal rights. Please read it carefully.

**Summary of Relief Obtained in this Settlement**

Under this Settlement, Class Members obtain retroactive PERS service credit for work over a 34-year period, *i.e.* from January 1, 1978 up to April 1, 2012. King County will pay all the omitted PERS contributions, about \$31 million, which is about \$18.5 million for Employer Contributions and about \$12.5 million for Employee Contributions.

King County will also recognize certain Class Members as county employees with full employee benefits for their positions on July 1, 2013. These benefits include King County health insurance, as well as other King County employee benefits. How King County accomplishes this recognition, and how it organizes public defense, are up to King County and are not part of this settlement.

The only amount that the Class Members pay under the Settlement is their pro rata share of Class Counsel's attorney fees, to be deducted from eventual retirement checks. The percentage to be deducted from retirement checks in the future is estimated to be about 9.2%, as explained below. The requested common fund attorney fee award is based on a percentage of the estimated \$130 million present value of the pensions obtained as calculated by Class Counsel. The common fund is based on the PERS service credit obtained through this litigation to date, not on future service or on other PERS service that Class Members may have acquired outside of the *Dolan* litigation. Many Class Members will have PERS service in the future or had PERS service in the past that was not obtained as a part of the *Dolan* litigation and, as a result, will have a lower percentage deducted.

The settlement resolves all of the claims in the *Dolan* litigation as well as claims by the Class Members against King County for other employee benefits.

**The *Dolan* Class Action Litigation**

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

King County denied liability and denied that Plaintiffs were due any relief. King County asserted that it had no obligation to enroll the lawyers and staff of the King County public defense agencies in PERS or to make contributions to PERS on their behalf because the lawyers and staff of the King County public defense agencies were not employees of King County and were instead employees of those non-profit corporations that provided public defense services as independent contractors to King County. King County also asserted a counterclaim, which sought reimbursement from the Plaintiff and the members of the Class for monetary

contributions that King County might have to pay to PERS on their behalf due to the litigation, if the case was successful. King County also raised a statute of limitations defense.

The Court, the Honorable John R. Hickman, decided that the case would be addressed in three phases (1) class certification, (2) liability, and (3) if necessary, relief.

Dolan moved to certify the class as a mandatory injunctive class action under Civil Rule 23(b)(1) and (2) and the Court certified the class. After the class was certified, King County sought a summary judgment ruling that even if plaintiffs' claims were successful, the statute of limitations would limit their claim for retroactive PERS service 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 January 24, 2003. Plaintiffs opposed King County's motion, arguing that the statute of limitations does not begin to run until a Class Member's retirement. The Court denied King County's motion on the statute of limitations. The Court said it was premature to decide the issue at that point and reserved ruling on the statute of limitations until after the liability was decided.

After extensive discovery and numerous depositions, the parties moved for summary judgment on liability. The Court denied the cross motions for summary judgment because the material facts were in dispute. After the summary judgment motions were denied, the parties requested that the Court try the case on the written summary judgment record. The Court agreed and the *Dolan* case was tried before the Court in November 2008.

After the trial and the Court's review of the extensive record, the Court issued a lengthy written decision in favor of the class on liability and the Court later issued findings of fact and conclusions of law and a permanent injunction requiring King County to enroll currently employed Class Members in PERS. (Copies of these documents are posted on Class Counsel's website [www.BS-S.com](http://www.BS-S.com).) The Court stayed the injunction while King County appealed.

The Supreme Court agreed to hear King County's appeal. In August 2011, the Washington Supreme Court issued its decision affirming the Court's decision on liability. *Dolan v. King County*, 172 Wn.2d 299 (2011). The Supreme Court's decision was 5 to 4. (A copy of the decision is posted on Class Counsel's website at [www.BS-S.com](http://www.BS-S.com).)

King County moved for reconsideration. The State of Washington, the Washington State Legislature, the Washington State Association of Counties, the Washington State Association of County Officials, and the Association of Washington Cities, and the Washington State Association of Municipal Attorneys joined King County in asking for reconsideration. Plaintiffs opposed reconsideration. The Supreme Court denied reconsideration and sent the case back to the Superior Court in February, 2012.

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

Upon plaintiffs' motion the Court modified its permanent injunction and required King County to commence enrolling current King County public defense employees in PERS and to start making PERS contributions on their behalf. King County timely complied with, and continues to be in compliance with, that order.

After the Court modified its permanent injunction, the parties obtained, from the King County public defense agencies and from Class Members, information to identify the Class Members, determine their years of service as a King County public defense employees and their pay during these years.

The parties have engaged in extensive settlement negotiations. The parties recognize that to further continue the *Dolan* litigation would delay its resolution for a considerable time (possibly for years due to possible appeals of rulings in the relief phase), would create additional burdens and costs for the parties, and would present uncertainties and risks for all parties as to

the ultimate outcome. To avoid uncertainty, risks, delays, expenses, and burdens of further litigation, the parties agreed to settle the *Dolan* litigation and entered into a Settlement Agreement. The Settlement Agreement is a compromise and is the product of serious and extended negotiations. King County's entry into this Settlement Agreement is a result of compromise and does not constitute an admission of liability, fault or wrongdoing.

### **The Class Included In The Dolan Class Action**

The Class is:

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

and

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

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

The lawsuit was filed on January 24, 2006 and accordingly the period covered by the class definition is January 24, 2003 to July 1, 2013, when King County will recognize Class Members who are then employed by King County public defense agencies as King County employees with full employment benefits for their position. This time period is the "Class Period."

There are four current King County public defense agencies: The Defender Association (TDA); Associated Counsel for the Accused (ACA); Society of Counsel Representing Accused Persons (SCRAP); and Northwest Defender's Association (NDA). There is one former King County public defense agency, Eastside Defender Association (EDA). Collectively these agencies are the "King County public defense agencies."

### **The Class Is Divided Into Groups For Relief**

For purposes of relief, the Class consists of five groups, members of which are listed on five separate exhibits to the Settlement Agreement.

Group one consists of those Class Members who were King County public defense employees as of April 1, 2012 or at any time thereafter until July 1, 2013.

Group two consists of Class Members who were King County public defense employees at any time during the Class Period explained above, but were not currently employed as King County public defense employees on April 1, 2012 or thereafter until July 1, 2013, and who have sixty or more months of service as a King County public defense employee.

Group three consists of Class Members who before the Class Period were former King County public defense employees and who were active members of PERS sometime during the Class Period. This group is described in the second paragraph of the class definition quoted above.

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

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

**Retirement Relief Provisions: Retroactive Service Credit Back to 1978  
and King County Pays All the Omitted PERS Contributions**

Class Members (other than those in Group five) are eligible for PERS contributions based on retroactive PERS-eligible service, going back to January 1, 1978 up to March 31, 2012.<sup>1</sup> The Class Members' retroactive PERS-eligible service starts with the Class Member's initial hire date with one of the King County public defense agencies, with three exceptions that apply to a few Class Members.<sup>2</sup>

Class Members receive service credit in PERS 2 unless they are already enrolled or were previously enrolled in PERS 1 or PERS 3, in which case they will earn service credit in the plan in which they are or were previously enrolled. Class Members are entitled to retroactive PERS-eligible service credit based on the service credit rules for the PERS plan applicable to them when they worked at the King County public defense agencies.

For Group one Class Members, King County will pay the PERS contributions for retroactive PERS-eligible service back to January 1, 1978.<sup>3</sup> The Group one Class Members for whom King County will make the PERS contributions are listed on Exhibit B of the Settlement Agreement.

For Group two Class Members, King County will make the PERS contributions for retroactive PERS-eligible service back to January 1, 1978. Group two Class Members are listed on Exhibit C of the Settlement Agreement.

For Group three Class Members, King County will make the PERS contributions for retroactive PERS-eligible service back to January 1, 1978, except certain Class Members who are in PERS 1 may have contributions for earlier service as provided in footnote 1. Group three Class Members are listed on Exhibit D of the Settlement Agreement.

For Group four Class Members, King County will make the PERS contributions for retroactive PERS-eligible service back to January 1, 1978. The Group four Class Members are listed on Exhibit E of the Settlement Agreement.

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<sup>1</sup> Class Members who (a) are now enrolled in PERS 1, (b) who are or were employed in a PERS-eligible position during the Class Period, and (c) who have not yet attained thirty years of PERS-eligible service, are entitled to retroactive service credit for service at the King County public defense agencies before 1978, but only to the extent that service or a portion of the service does not exceed the thirty-year maximum service credit for PERS 1.

<sup>2</sup> The exceptions are: (1) for Class Members hired by one of the public defense agencies before January 1, 1978, their retroactive PERS-eligible service under this agreement begins on January 1, 1978; (2) for those Class Members initially hired in a position that is not PERS-eligible (*e.g.*, student intern), their eligible service begins when they start working in a PERS-eligible position (*e.g.*, lawyer); (3) for those Class Members already enrolled or previously enrolled in PERS 1, 2 or 3, their PERS eligible service commencement date will be their prior enrollment date, but they will earn retroactive monthly service for their work as a King County public defense employee starting with their initial hire with one of the public defense agencies, unless the service is within exceptions 1 or 2 stated above, in which case the provisions of those exceptions applies, or unless they are within the provision concerning PERS 1 members with less than 30 years of PERS service as described in footnote 1.

<sup>3</sup> Because King County enrolled King County public defense employees in PERS in the pay period encompassing April 15, 2012, those Group one Class Members who began employment at a King County public defense agency after April 1, 2012 and who had no previous periods of employment at a King County public defense agency, have already had all PERS pension contributions paid. King County therefore does not owe any PERS contributions for these Group one Class Members.

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

### **Class Members Will Become King County Employees with Full Employee Benefits As Of July 1, 2013**

On July 1, 2013, Class Members who are employed by the King County public defense agencies immediately before July 1, 2013 shall become employees of King County with full employee benefits for their positions. How King County accomplishes this recognition, and how it organizes public defense, are up to King County and are not part of this settlement.

Class Members may use or cash out their accumulated vacation as provided in their collective bargaining agreement or public defense agency's personnel policies. Class Members may carry over up to 100 hours of sick leave, provided that the maximum amount of carried-over sick leave may be increased by King County in cases of exceptional need.

King County will use the Class Member's initial hire date with a King County public defense agency as their initial King County hire date for purposes of determining vacation and leave accrual rates.

### **Compromised Claims, Counterclaims and Defenses**

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

In addition to recognizing certain Class Members as King County employees, with full employee benefits for their position, on July 1, 2013, King County is making omitted PERS contributions to establish retroactive PERS-eligible service credit back to 1978 for the Class Members. King County is further compromising by foregoing its statute of limitations defense that Class Members could not receive service credit for any time period more than three years before this lawsuit was filed, i.e., before January 24, 2003. King County is also paying both the employer contributions to PERS and the employee contributions to PERS, i.e., the amounts that would have been deducted from the Class Members' salaries on either a pre-tax basis as employer pick-up contributions or on an after tax basis as employee contributions before 1984. King County contended that it was entitled to reimbursement for the employee contributions and the Class argued that King County was not so entitled. Under the Settlement Agreement, King County forgoes any right to seek reimbursement or payment from the Class Members for the PERS contributions. King County's agreement not to assert its statute of limitations defense and or to seek reimbursement or payment from Class Members, its agreement to pay the PERS contributions for the retroactive PERS-eligible service and its recognition of those Class Members employed by the King County public defense employees immediately before July 1, 2013 as King County employees with full employee benefits for their positions constitute the valuable consideration that the Class receives in exchange for compromising, releasing and extinguishing the other benefits claims in this Settlement Agreement.

### **Common Fund: Value of Pension Relief Obtained**

In a class action, the value of the relief obtained for the class is called the “common fund” and the common fund obtained in the *Dolan* class action settlement is the value of the PERS pension benefits conferred upon Class Members as a result of Class Counsel’s efforts.<sup>4</sup>

Plaintiffs’ expert determined the present value of the PERS pension benefits. The present value is based only on the retroactive PERS-eligible service that Class Members obtained under the Settlement Agreement. It does not include prior PERS service that Class Members may have nor does it include PERS service that Class Members have after April 1, 2012 when the Court ordered King County to begin enrolling currently employed Class Members in PERS and to make the required PERS contributions.

Plaintiffs’ expert determined that the present value of PERS pension benefits obtained due to Class Counsel’s efforts is about \$130 million. The present value calculation uses standard present value assumptions set forth in the Settlement Agreement. The Settlement Agreement accepts \$130 million as the common fund based on the present value calculation and the underlying present value assumptions.

### **Class Counsel’s Attorney Fee and Costs**

Class Counsel are the law firm of Bendich, Stobaugh & Strong, P.C., and the firm’s attorneys. Class Counsel’s requests for attorney fees and costs are based on *Bowles v. Dept. of Retirement Systems*, 121 Wn.2d 52, 72, 73 (1993). There, the Washington Supreme Court determined that the class counsel’s fee and the reasonableness of the fee in a class action involving public employee benefits should be based on a percentage of the common fund. The Supreme Court explained that the “benchmark” fee in a common fund case is 25% of the recovery obtained and 20% to 30% is the usual range for a common fund fee. *Id.* Payment of the common fund fee is an obligation of the Class Members who benefit from the successful outcome.

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

The common fund obtained in this action is the value of the PERS pension benefits conferred upon Class Members as a result of Class Counsel’s efforts, which Class Counsel’s expert calculates, using actuarial methods, at about \$130 million. Thus, the 25% benchmark common fund fee under *Bowles* would be \$32.50 million and the range for a common fund fee would be \$26 to \$39 million, 20% to 30%. The \$12 million common fund fee Class Counsel seeks here (about 9.2% of the \$130 million common fund) is below the normal range for common fund fees. Class Counsel would seek the \$12 million as their fee even if the common fund value were lower so long as the \$12 million dollar fee is at or below the normal range, i.e., if it is 20% or less of the common fund.

### **Award to Named Plaintiff**

The named plaintiff Kevin Dolan is to receive a plaintiff’s award of \$45,000 for his work in assisting class counsel. Mr. Dolan’s participation from 2006 through 2012 has included but is not limited to, commencement of this lawsuit, class certification, discovery matters (including answering interrogatories, producing extensive personal records, and deposition testimony), preparation of declarations, attendance at meetings, communications with Class Members, and

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<sup>4</sup> As a result of Class Counsel’s efforts, the currently employed Class Members will become King County employees with full employee benefits for their positions on July 1, 2013. This relief has considerable value and may be considered in assessing the reasonableness of the Class Counsel’s common fund fee, but is not part of the Common Fund as defined in the Settlement Agreement.

assisting Class Counsel in the trial court proceedings, the proceedings in the Supreme Court, and in the Legislature.

### **Payment By Class Members Through Deductions From Their Future Retirement Checks of Attorney Fee Advanced by DRS**

As in *Bowles*, the Class will pay the common fund attorney fee advanced by DRS through a percentage deduction from their future pension checks. As in *Bowles*, the percentage to be deducted is the percent that the common fund attorney fee is of the common fund, i.e., 9.2% with a common fund of \$130 million and a common fund attorney fee of \$12 million. The percentage would be higher here if the common fund were lower or it would be lower if the common fund were higher. As in *Bowles*, DRS will advance the Class Members' payment by: (1) King County paying the common fund fee to Class Counsel out of the Employee PERS Contributions otherwise to be paid to DRS or (2) if DRS prefers, by the PERS Trust Fund or DRS advancing the Common Fund Fee out of the Employee Contribution paid to DRS as part of the PERS contributions. The Class Members will repay the advanced common fund attorney fee to the PERS Trust fund(s) or DRS by the deductions from their eventual retirement benefits.<sup>5</sup>

Not all Class Members will have the same percentage deducted because the percentage deduction from a Class Member's future retirement benefit is based only on the retroactive PERS-eligible service earned for the King County public defense work that is the subject of this action and excludes other PERS service the Class Members may have had previously or PERS service they will have in the future. With a \$130 million common fund and a \$12 million attorney fee, Class Members who obtained all their PERS eligible service due to Class Counsel's efforts will have a 9.2% deduction. For those who did not obtain all their PERS eligible service credit due to the Class Counsel's efforts, the deduction percentage will be lowered by the fraction that the PERS service credit obtained in the *Dolan* litigation is to their overall PERS service credit. For example, if a Class Member had 120 months of retroactive PERS-eligible service credit in King County public defense agency work and a total of 360 months of PERS service credit at retirement, the fraction is one-third and the actual percentage deducted would be one-third of 9.2%, or about 3.07%, with a \$130 million common fund and \$12 million common fund attorney fee. Because many Class Members will earn additional PERS service after resolution of this case or because they have prior PERS service, the actual deduction for them will be less than the estimated 9.2% as shown in the preceding illustration.

For Class Members who are Judges participating in the Judicial Benefit Multiplier Program, the deduction percentage is based on the effect that the retroactive PERS-eligible service obtained in this case has on the percentage of the Judge's final average salary the Judge is eligible to obtain as a pension.<sup>6</sup>

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<sup>5</sup> As an alternative, instead of repaying DRS from the Class Members' future retirement benefits for the advance of the common fund attorney fee, the Class Members may pay DRS or the PERS fund directly after the Settlement is approved and is effective. If the Class Member chooses this option, the Class Member's pro rata share of the common fund attorney fee will be determined based on the percentage of the common fund that the value of the Class Members PERS pension benefit is of the common fund. For example, if the value of the Class Member's PERS Benefit is \$500,000, the Class Member's pro rata share would be \$500,000 divided by \$130,000,000 (common fund) times \$12,000,000 (common fund attorney fee) which equals about \$46,154 (Class Member's pro rata share of the common fund attorney fee). If the Class Member chooses this alternative, the Class Member may pay their share of the pro rata common fund attorney fee by using funds in an existing retirement account (such as an IRA) or they may choose to repay DRS over five years either by payroll deductions for those employed in PERS positions or by a payment plan acceptable to DRS for those not employed in PERS positions.

<sup>6</sup> By way of illustration, under PERS 1 and 2, a PERS member earns 2% of his or her average final salary for each year of service, while under the Judicial Benefit Multiplier Program, participating Judges earn 3.5% of their final average salary for each year of Judicial service. Thus, for each year of service as a Judge — by way of illustration on how the deduction percentage for the common fund attorney fee is calculated for Judges participating in the Judicial Benefit Multiplier Program — if Class Member Judge has 10 years of retroactive PERS-eligible service as a King County public defense employee and 15 years of PERS service as a Judge in the Judicial Benefit Multiplier Program when the Judge retires, the public defense service equates to 20% of his or her average final salary (10 years times 2% per year) while the Judge's work as a Judge in the Judicial Benefit Multiplier Program for

## Conditions

The Settlement Agreement is conditioned upon not having to pay interest on the omitted PERS contributions, in accordance with the practice of DRS in this type of situation. The parties' agreement to this Settlement Agreement is also conditioned upon DRS being required to and actually advancing the Common Fund Fee out of the County-paid Employee Contributions, or the Employee Contributions portion of the PERS Trust Fund assets, subject to repayment of this advance by the Class Members as provided in this Settlement Agreement. DRS may instead choose to advance the Common Fund Fee out of other DRS funds, subject to repayment by Class Members as provided in this Agreement. If the Court does not adopt both of these conditions upon settlement approval, then either of the parties may withdraw from this Settlement Agreement and the Agreement will be vacated and void.

### **The Agreement, Not This Summary, Determines Your Rights**

The foregoing is a brief summary of the lengthy Settlement Agreement. **The actual agreement determines your rights, not this summary.** Copies of the complete agreement may be obtained from the class counsel's website ([www.bs-s.com](http://www.bs-s.com)), and King County's website (<http://www.kingcounty.gov/council/news/2013/March/dolansettlement.aspx>).

### **Final Approval Procedure**

The Settlement Agreement is a product of extensive negotiations and constitutes a compromise of disputed claims. Class Counsel and Mr. Dolan have concluded the terms and conditions of the settlement are fair and reasonable and in the best interest of the class. Class Counsel, the King County Executive, the King County Council and the King County attorneys have approved the Settlement and recommend it be approved by the Court, and Judge John R. Hickman, the Pierce County Superior Court Judge assigned to the case has given tentative approval. The Settlement Agreement is subject to final approval by Judge Hickman.

By approval of the content of this notice, the Court expresses no final opinion on the merits of the case or the terms of the settlement. A final hearing will be held in Judge Hickman's Courtroom, Department 22, Room 202A, Pierce County Courthouse, County-City Building, 930 Tacoma Avenue S., Tacoma, WA 98402, to decide whether the Court should approve the settlement. You do not have to attend this hearing to receive the above-described benefits of the settlement. Final approval of the settlement will make its terms binding upon you.

The Court will conduct the hearing on June 7, 2013 at 1:30 p.m. to determine whether to approve the Settlement.

If any Class Member has an objection to the proposed Settlement Agreement, the objection must be made **in writing (DO NOT TELEPHONE AN OBJECTION TO THE COURT OR ATTORNEYS)** on or before April 26, 2013, by filing the original objection with the Clerk of the Court and by delivering copies of the written objection to the attorneys for both sides. Any statements in support of the proposed settlement should be submitted in the same manner as objections. Class Counsel and King County may respond to any objections or statements in support. You may speak at the hearing on June 7, 2013 only if you state your intent to do so in the written objection or statement. Any objections or statements in support must be submitted as set forth below. You may also ask questions of Class Counsel by mail or email ([PublicDefense@bs-s.com](mailto:PublicDefense@bs-s.com)).

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15 years equates to 52.5% of the Judge's average final salary (15 years times 3.5%). Thus, in this illustration, the Judge's PERS pension equals 72.5% of the Judge's average final salary. The Judge's King County public defense service thus provides, in this illustration, about .2759 or 27.59% of the Judge's final salary (.20 divided by .7250 equals .2759 or 27.59%) and the deduction percentage for the Judge for the common fund attorney fee would be .2759 times 9.2 which equals 2.538% of the Judge's monthly pension amount.

**File original objections or statements in support in writing, showing case name and number (*Dolan v. King County*, No. 06-2-04611-6) and include your name, address, and telephone number with:**

**Clerk of Pierce County Superior Court  
City-County Building  
930 Tacoma Ave S, Room 110  
Tacoma, WA 98402**

**Provide copies of all objections to both the following offices by no later than 4:30 p.m. on April 26, 2013:**

**IF YOU DO NOT TIMELY FILE AN OBJECTION OR STATEMENT IN SUPPORT FOLLOWING THESE PROCEDURES, YOUR OBJECTION OR STATEMENT IN SUPPORT IS WAIVED. YOU MAY SPEAK AT THE HEARING ONLY IF YOU STATE YOUR INTENT TO DO SO IN YOUR OBJECTION OR STATEMENT.**

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Approved on March 29, 2013, by John R. Hickman, Pierce County Superior Court.