# UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re:	)
CITY OF DETROIT, MICHIGAN,	)
	)
Debtor.	)

Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

# MOTION FOR COURT APPROVAL CONCERNING GENERAL RETIREMENT SYSTEM BENEFITS FOR CERTAIN CLASSES OF DETROIT PUBLIC LIBRARY RETIREES AND SURVIVING SPOUSES

The parties to a Wayne County Circuit Court class action and the City of Detroit General Retirement System, through their respective attorneys, in accordance with Fed. R. Bankr. P. 9019 seek an order from this Court approving the General Retirement System Board of Trustees' approval of certain terms of a settlement between the parties to the Wayne County action. In support of their motion, the moving parties state as follows:

1. A proposed order granting the relief requested in this motion is

attached as Exhibit 1 in accordance with Local Rule 9014-1(c)(1).

2. A Notice and Opportunity for Hearing is attached as Exhibit 2 in accordance with Local Rule 9014-1(c)(2).

3. A Certificate of Service is attached as Exhibit 3 in accordance with Local Rule 9014-1(c)(4).



13-53846-tjt Doc 11659 Filed 11/07/16 Entered 11/07/1

4. The Detroit Public Library Commission and Detroit Public Library (jointly "DPL") filed a lawsuit on May 15, 2015 in Wayne County Circuit Court, Case No. 15-006495-CL (the "Wayne County Action"), seeking a declaratory judgment that the modification of pension and other post-retirement benefits provided to DPL employees and retirees in accordance with the City of Detroit's 2014 bankruptcy proceeding did not violate any collective bargaining agreements between DPL and its employee unions, the Michigan Public Employment Relations Act ("PERA"), the Michigan Constitution, or any other law.

5. The Defendant unions in that action, UAW, IUOE and AFSCME, had filed grievances or asserted objections claiming that DPL was independently obligated under the parties' collective bargaining agreements to provide the subject benefits, unmodified, to their DPL employees and retirees without modification.

6. DPL denied Defendants' allegations and claimed that under the parties' longstanding practice and course of conduct, they intended to treat DPL employees and retirees the same as their City of Detroit counterparts for all benefits.

The parties to the Wayne County Action entered a Settlement
 Agreement on July 1, 2016, subject to review and approval by the circuit court, and
 subject to approval of a defendant class comprised of four subclasses. Ex. 4,
 7/1/16 Settlement Agreement. On November 7, 2016, the Wayne County Circuit

Court entered an order certifying the Class and preliminarily approving the Class action settlement subject to a notice and objection period and a fairness hearing scheduled for December 16, 2016. (Exhibit 5.)

8. The pertinent terms of the proposed settlement concerning the City of Detroit's General Retirement System ("GRS") are as follows:

(1) for certain DPL retirees and surviving spouses as of December 31, 2014 (the "Pre-2015 DPL Retirees"), DPL will make a \$1,000 annual payment, through a GRS pension check, for each calendar year in which they qualify from 2016 to 2030. *See*, Ex. 4, Settlement Agreement, paragraph 7.1(a).

(2) for certain DPL employees who retire after December 31, 2014 and before June 30, 2017 and their surviving spouses (the "Post-2014 DPL Retirees"), DPL will make a \$1,500 annual payment, through a GRS pension check, for each calendar year in which they qualify from 2016 to 2020. *See*, Settlement Agreement, paragraph 7.1(b) (attached to Exhibit 4).

(3) the settlement does not result in any liability or expense for GRS. DPL is required to fund the cost of both the annual payments and the administrative costs associated with GRS making those payments in the pension checks. *See*, Settlement Agreement, paragraph 7.1(c).

9. At its meeting on July 6, 2016, the GRS Board of Trustees approved the foregoing terms of the settlement.

10. The settlement received preliminary approval by the Wayne County Circuit Court, notice will be sent to the defendant class, and the Wayne County Circuit Court will conduct a fairness hearing for purposes of considering final approval of the settlement on December 16, 2016 (Exhibit 5).

11. Paragraph 9.2 of the Settlement Agreement requires approval by thisCourt of Sections 7.1(a) and (b) of the Settlement Agreement — i.e., allowing GRSto make the annual payments as funded by DPL.

12. The Sixth Circuit Court of Appeals has explained that the bankruptcy court may approve a settlement if it is fair and equitable. *Papas v. Buchwald Capital Advisors, LLC (In re: Greektown Holdings, LLC)*, 728 F3d 567, 575 (6<sup>th</sup> Cir. 2013).

13. The Sixth Circuit Court of Appeals has set forth four (4) factors that a bankruptcy court should consider when evaluating the fairness of a settlement as follows:

a. The probability of success in the litigation;

b. The difficulties, if any, to be encountered in the matter of collection;

c. The paramount interest of the creditors and a proper deference to their reasonable views in the premises.

14. The proposed settlement of this matter is in the best interest of the debtor and the creditors because it seeks to end the litigation, thus obviating the need to incur additional attorneys' fees. Furthermore, the terms of the settlement will have no negative impact on the debtor and the creditors.

15. Accordingly, the parties below request approval from this Court for GRS to administer the benefits described in Sections 7.1(a) and (b) of the Settlement Agreement.

WHEREFORE, the parties request that the Court enter an Order approving Sections 7.1(a) and (b) of the Settlement Agreement reached by the parties in the Wayne County Circuit Court Class Action, Case No. 15-006495-CL.

Respectfully submitted,

# KIENBAUM OPPERWALL HARDY GOLD LANGE MAJOROS, P.C. & PELTON, P.L.C.

By: <u>/s/ Eric J. Pelton</u> Eric J. Pelton (P40635) William B. Forrest III (P60311) Attorneys for Plaintiffs 280 N. Old Woodward Ave., Ste. 400 Birmingham, MI 48009 (248) 645-0000 epelton@kohp.com wforrest@kohp.com By: <u>/s/ Stuart A. Gold</u> Stuart A. Gold (P27766) Attorneys for Plaintiffs 24901 Northwestern Hwy, Ste 444 Southfield, MI 48075 (248) 350-8220 <u>sgold@glmpc.com</u>

Dated: November 7, 2016

Dated: November 7. 2016

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# VANOVERBEKE, MICHAUD & TIMMONY, PC

## By: <u>/s/ Michael J. Van Overbeke</u>

Michael J. Van Overbeke (P42641) Attorney for City of Detroit General Retirement System 79 Alfred St. Detroit, MI 48201-3120 (313) 578-1200 mvanoverbeke@vmtlaw.com

Dated: November 7, 2016

# SACHS WALDMAN PC

By: <u>/s/ Andrew Nickelhoff</u> Andrew Nickelhoff (P37990) Marshall J. Widick (P53942) Mami Kato (P74237) Attorneys for IUOE Defendants 2211 E. Jefferson Avenue, Ste. 200 Detroit, Michigan 48207-4160 (313) 496-9420 mwidick@sacshwaldman.com anickelhoff@sachswaldman.com

Dated: November 7, 2016

# MILLER COHEN PC

By: <u>/s/ Richard G. Mack, Jr.</u> Richard G. Mack, Jr. (P58657) Attorneys for AFSCME Defendants 600 W. Layafette Blvd., Fourth Floor Detroit, MI 48226 (313) 964-4454 richardmack@millercohen.com

Dated: November 7, 2016

# NICHOLSON FELDMAN LLP

By: <u>/s/ Michael B. Nicholson</u> Michael B. Nicholson (P33421) Attorneys for UAW Defendants 232 Nickel Arcade Ann Arbor, MI 48104 (734) 719-0850 mnicholson@nichfeld.com

Dated: November 7, 2016

# LAW OFFICE OF FRANK W. JACKSON III PLLC

By: <u>/s/ Frank W. Jackson, III</u> Frank W. Jackson III (P23164) Attorney for Non-Union Class Defendants 19401 W. McNichols, Ste. E Detroit, MI 48219 (313) 766-7019 fjackson@westley3lawoffice.com

Dated: November 7, 2016

# UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re: ) CITY OF DETROIT, MICHIGAN, ) Debtor. ) Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

# ORDER GRANTING APPROVAL CONCERNING GENERAL RETIREMENT SYSTEM BENEFITS FOR CERTAIN CLASSES OF DETROIT PUBLIC LIBRARY RETIREES AND SURVIVING SPOUSES

A Motion for Court Approval Concerning General Retirement System Benefits for Certain Classes of Detroit Public Library Retirees and Surviving Spouses was filed and served in accordance with Local Rule 9014-1 and Fed. R. Bankr. Pro. 2002(a)(3) along with a Notice and Opportunity for Hearing. No objections to the Motion were timely filed and a Certification of No Response has been submitted. The Court has reviewed this matter and finds good cause to grant the relief requested.

1. The Detroit Public Library Commission and Detroit Public Library (jointly "DPL") filed a lawsuit on May 15, 2015 in Wayne County Circuit Court, Case No. 15-006495-CL (the "Wayne County Action"), seeking a declaratory judgment that the modification of pension and other post-retirement benefits provided to DPL employees and retirees in accordance with the City of Detroit's 2014 bankruptcy proceeding did not violate any collective bargaining agreements between DPL and its employee unions, the Michigan Public Employment Relations Act ("PERA"), the Michigan Constitution, or any other law.

2. The Defendant unions in that action, UAW, IUOE and AFSCME, had filed grievances or asserted objections claiming that DPL was independently obligated under the parties' collective bargaining agreements to provide the subject benefits, unmodified, to their DPL employees and retirees without modification.

3. DPL denied Defendants' allegations and claimed that a longstanding practice and course of conduct existed between the parties. DPL claimed that it intended to treat DPL employees and retirees the same as their City of Detroit counterparts for all benefits.

4. The parties to the Wayne County Action entered a Settlement Agreement on July 1, 2016, subject to review and approval by the circuit court, and subject to approval of a defendant class comprised of four subclasses. *See*, Motion, Exhibit 4, July 1, 2016 Settlement Agreement.

5. The pertinent terms of the proposed settlement concerning the City of Detroit's General Retirement System ("GRS") are as follows:

(1) for certain DPL retirees and surviving spouses as of December 31,

2014 (the "Pre-2015 DPL Retirees")<sup>1</sup>, DPL will make a \$1,000 annual additional payment, through a GRS pension check, for each calendar year in which they qualify from 2016 to 2030. *See*, Motion, Exhibit 4, July 1, 2016 Settlement Agreement, paragraph 7.1(a).

(2) for certain DPL employees who retire after December 31, 2014 and before June 30, 2017 and their surviving spouses (the "Post-2014 DPL Retirees"), DPL will make a \$1,500 annual payment, through a GRS pension check, for each calendar year in which they qualify from 2016 to 2020. *See*, Motion, Exhibit 4, July 1, 2016 Settlement Agreement, paragraph 7.1(b).

(3) the settlement does not result in any liability or expense for GRS. DPL is required to fund the cost of both the annual payments and the administrative costs associated with GRS making those payments in the pension checks. *See*, Motion, Exhibit 4, July 1, 2016 Settlement Agreement, paragraph 7.1(c).

6. At its meeting on July 6, 2016, the GRS Board of Trustees approved the foregoing terms of the settlement.

7. The settlement received preliminary approval by the Wayne County Circuit Court, notice will be sent to the defendant class, and the Wayne County

<sup>&</sup>lt;sup>1</sup> The category of "surviving spouses" includes spouses of employees who died while actively employed by the Library to the extent eligible for benefits pursuant to law or otherwise.

Circuit Court will conduct a fairness hearing for purposes of considering final approval of the settlement on December 16, 2016. *See* Motion Exhibit 5.

8. Paragraph 9.2 of the Settlement Agreement requires approval by this Court of Sections 7.1(a) and (b) of the Settlement Agreement — i.e., allowing GRS to make the annual payments as funded by DPL.

9. Accordingly, the parties sought approval from this Court for GRS to administer the benefits described in Sections 7.1(a) and (b) of the Settlement Agreement.

The Court, having reviewed this matter and being otherwise fully advised in the premises, the Court hereby approves Sections 7.1(a) and (b) of the Settlement Agreement reached by the parties in the Wayne County Circuit Court Class Action, Case No. 15-006495-CL.

IT IS SO ORDERED.

# **EXHIBIT** 1

# UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re:	)
CITY OF DETROIT, MICHIGAN,	)
	)
Debtor.	)
Deotor.	)

Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

# NOTICE OF MOTION FOR COURT APPROVAL CONCERNING GENERAL RETIREMENT SYSTEM BENEFITS FOR CERTAIN CLASSES OF DETROIT PUBLIC LIBRARY RETIREES AND SURVIVING SPOUSES

The parties to a Wayne County Circuit Court class action and the City of Detroit General Retirement System, through their respective attorneys, have filed a Motion for Court Approval Concerning General Retirement System Benefits for Certain Classes of Detroit Public Library Retirees and Surviving Spouses.

# <u>Your rights may be affected</u>. You should read these papers carefully and discuss them with your attorney, if you have one in this bankrupt y case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, within 21 days of the date this notice is served, you or your attorney must:

1. File with the court a written objection or request for a hearing, explaining your position, at:

United States Bankruptcy Court 211 W. Fort Street, Suite 2100 Detroit, Michigan 48226

If you mail your objection or request for a hearing to the court for filing, you must mail it early enough so that the court will **receive** it on or before the 21 day period.

You must also mail a copy to: Stuart A. Gold, Esq. 24901 Northwestern Hwy., Suite 444 Southfield, Michigan 48075-2223

2. If an objection or request for hearing is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Respectfully submitted,

GOLD LANGE MAJOROS, P.C.

By <u>/s/ Stuart A. Gold</u> Stuart A. Gold (P27766) Attorneys for Plaintiffs 24901 Northwestern Hwy, Ste 444 Southfield, MI 48075 (248) 350-8220 sgold@glmpc.com

Dated: November 7, 2016

# EXHIBIT 2

# UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re:

CITY OF DETROIT, MICHIGAN,

Debtor.

Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

# **CERTIFICATE OF SERVICE**

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I hereby certify that on November 7, 2016, I electronically filed:

- Motion for Court Approval Concerning General Retirement System Benefits for Certain Classes of Detroit Public Library Retirees and Surviving Spouses;
- Notice of Motion for Court Approval Concerning General Retirement System Benefits for Certain Classes of Detroit Public Library Retirees and Surviving Spouses; and
- Certificate of Service

with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

Office of the U.S. Trustee 211 W. Fort Street; Suite 700 Detroit, MI 48226 and all other parties who receive electronic notice in this case.

> <u>/s/ Christen Wilder</u> Christen Wilder, Legal Assistant Gold, Lange & Majoros, P.C. 24901 Northwestern Hwy; Suite 444 Southfield, MI 48075 (248) 350-8220

# EXHIBIT 3

## STATE OF MICHIGAN

## IN THE WAYNE COUNTY CIRCUIT COURT

## DETROIT PUBLIC LIBRARY COMMISSION and DETROIT PUBLIC LIBRARY,

Plaintiffs,

ν.

Case No. 15-006495-CL

Hon, Leslie Kim Smith

INTERNATIONAL UNION, UNITED AUTO WORKERS; UNITED AUTO WORKERS LOCAL 2200; MICHIGAN COUNCIL 25, LOCAL UNIONS 1231 and 1259, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; INTERNATIONAL UNION OF **OPERATING ENGINEERS, LOCAL 324;** MICHAEL WELLS, MARILYN QUIRK, LAURIE STUART, BEATRICE MANSON, GWENDOLYN BEASLEY, DORTHA SIMPSON, RONALD BRYANT, KATRINA KELLY, CHRISTOPHER EMBRY, KATHRYN KENGEL, CLEDOS POWELL and ROSEMARY PATTERSON (individually, and as representatives of a requested class of all similarly situated persons)

Defendants.

## SETTLEMENT AGREEMENT

This Settlement Agreement is between: (1) Detroit Public Library Commission (the "Library Commission") and Detroit Public Library ("DPL"); (2) International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Local 2200 ("UAW"); (3) Michigan Council 25, Local Unions 1231 and 1259, of the American Federation of State, county, and Municipal Employees, AFL-CIO ("AFSCME"); (4) International Union of Operating Engineers, Local 324 ("TUOE"); (5) Michael Wells, Marilyn Quirk, and Laurie Stuart, on behalf of themselves and as Class Representatives of the proposed UAW Subclass; (6) Beatrice Manson, Gwendolyn Beasley, Dortha Simpson, Ronald Bryant, and Katrina Kelly, on behalf of themselves and as Class Representatives of the proposed AFSCME Subclass; (7) Christopher Embry and Kathryn Kengel, on behalf of themselves and as Class Representatives of the proposed IUOE Subclass; and (8) Cledos Powell and Rosemary Patterson on behalf of themselves and as Class Representatives of the proposed Non-Union Subclass. "Settlement Agreement" or "Agreement" refers to this document and all attached Exhibits. Certain capitalized terms have the meanings given them in Section 1.

The Parties agree as follows:

WHEREAS, the Library Commission and DPL filed the Class Action Litigation seeking a declaratory judgment that the modification of certain pension and post-retirement health-care related programs for employees and retirees of the DPL, including both those presently employed by or retired from DPL bargaining unit or non-bargaining unit positions, in connection with the City of Detroit's Chapter 9 bankruptcy did not violate collective bargaining agreements, the Michigan Public Employee Relations Act, the Michigan Constitution, or any other law;

WHEREAS, Defendants deny the allegations in the Class Action Litigation and oppose the relief sought by the Library Commission and DPL; and

WHEREAS, the Parties enter into this Settlement Agreement to resolve the Class Action Litigation and release the claims against the Library Parties as provided in Section 6 of this Agreement.

The Parties agree:

#### 1. Definitions.

1.1 *AFSCME Subclass* means those DPL employees that are AFCSME bargaining unit members, as well as those DPL retirees who, at the time of their retirement from DPL, were AFSCME bargaining unit members (including, with respect to such DPL retirees, all of their respective surviving spouses and eligible dependents).

1.2 *Appellate Proceedings* means any appeal in the Class Action Litigation, including, but not limited to, any appeal to the Michigan Court of Appeals, applications for leave to appeal to the Michigan Supreme Court, or any other proceeding for review by an appellate court with the ability to overturn the Judgment (defined below).

1.3 *Class* means those in the AFSCME Subclass, the IUOE Subclass, the UAW Subclass, and the Non-Union Subclass.

1.4 Class Action Litigation means the civil action entitled Detroit Public Library Commission, et al v. UAW, et al., Civil Action No. 15-006495-CL, in Wayne County Circuit Court, as may be subsequently amended.

1.5 *Class Counsel* means, if approved by the Court, Michael B. Nicholson and the law firm of Nicholson Feldman LLP, for the UAW Subclass; Richard G. Mack, Jr. and the law firm of Miller Cohen PLC, for the AFSCME Subclass; Andrew Nickelhoff and the law firm of Sachs Waldman PC for the IUOE Subclass; and Frank W. Jackson and the Law Office of Frank W. Jackson III PLLC, for the Non-Union Subclass.

1.6 *Class Member* means a member of the Class. A list of Class Members is attached as Exhibit 1. If, after the Settlement Agreement Effective Date, the Library parties or any class counsel believes that an individual has been erroneously included or excluded from Exhibit 1, the inclusion or exclusion will be brought to the attention of the other party. If the parties cannot agree as to the inclusion or exclusion of an individual on Exhibit 1, the disagreement may be submitted to the court for resolution.

1.7 *Class Representatives* means collectively Michael Wells, Marilyn Quirk, and Laurie Stuart for the UAW Subclass; Beatrice Manson, Gwendolyn Beasley, Dortha Simpson, Ronald Bryant, and Katrina Kelly for the AFSCME Subclass; Christopher Embry and Kathryn Kengel for the IUOE Subclass; and Cledos Powell and Rosemary Patterson for the Non-Union Subclass.

1.8 *Court* means the Wayne County Circuit Court.

1.9 *Defendants* means those individuals and entities named as defendants in the Class Action Litigation.

1.10 *Final* means, without any material modification to the Judgment, the earlier of: (a) if no Appellate Proceedings have been filed, expiration of the time period for such Appellate Proceedings to have been filed; (b) any final dismissal or withdrawal of all Appellate Proceedings that were timely filed; or (c) the date of final affirmance following any Appellate Proceedings, including the expiration of the time for motions for reconsideration or rehearing, and if such reconsideration or rehearing motions are granted, the date of final dismissal or withdrawal or the final affirmance of the Appellate Proceedings.

1.11 *Judgment* means the Final Order And Judgment Approving Class Action Settlement substantially in the form attached as Exhibit 2.

1.12 *IUOE Subclass* means those DPL employees that are IUOE bargaining unit members, as well as those DPL retirees who, at the time of their retirement from DPL, were IUOE bargaining unit members (including, with respect to such DPL retirees, all of their respective surviving spouses and eligible dependents).

1.13 *Library Parties* means the Library Commission, DPL, and all of their respective past and present agents, representatives, employees, managers, officers, executives, members, insurers, attorneys, investigators, administrators, successors and assigns, in any capacity.

1.14 *Non-Union Subclass* means those DPL employees that are not AFSCME, UAW, or IUOE bargaining unit members, as well as those DPL retirees who, at the time of their retirement from DPL, were DPL employees but were not AFSCME, UAW or IUOE bargaining unit members, (including, with respect to such DPL retirees, all of their respective surviving spouses and eligible dependents).

1.15 *Notice* means the Notice approved by the Court notifying Class Members of the preliminary approval of this Settlement Agreement by the Court substantially in the form of Exhibit 3.

1.16 Order of Preliminary Approval is the order of the Court preliminarily approving this Settlement Agreement, and providing for Notice to the Class, substantially in the form of Exhibit 4.

1.17 Party or Parties means the named parties to this Settlement Agreement.

1.18 *Released Claims* means any and all claims, rights, demands, obligations, actions, causes of action, grievances, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities, agreements, costs, losses, actual or compensatory damages, penalties, exemplary or punitive damages, restitution and expenses of any nature, including Unknown Claims (as defined herein), whether under federal, state or local statutes, regulations, ordinances, or common law, which any Class Member, their heirs, executors, administrators, agents, attorneys, representatives or assigns, have, had, or may have in the future against the Library Parties which arise from either: (a) any modification of pension, retirement, annuity, or post-retirement health-care related program, benefit, payment, or accrual for employees or retirees of the DPL, or their respective spouses or dependents, which arise from the benefit modifications provided for in the City of Detroit Plan for the Adjustment of Debts, as executed by the bankruptcy court, Case No. 13-58657; or (b) the UAW's grievances concerning such modifications. Released Claims do not include claims for enforcement of this Settlement Agreement or the Judgment.

1.19 Settlement Agreement Effective Date means the date the Judgment becomes Final.

1.20 Unknown Claims means all claims against the Library Parties arising out of any matter covered by the Released Claims that the Class Members do not know or suspect to exist in their favor at any time before the Settlement Agreement Effective Date, which if known by them would have materially affected their settlement with the DPL and release of the Library Parties, and if applicable, including any claims under Section 1542 of the California Civil Code, Section 28-1-1602 of the Montana Code, Section 9-13-02 of the North Dakota Century Code, and Section 20-7-11 of the South Dakota Codified Laws Section, each of which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

or under any applicable and comparable law or common law of any state or territory of the United States. By operation of the Judgment in the Class Action Litigation, the Unknown Claims of all Class Members shall be barred upon the Settlement Agreement Effective Date.

1.21 UAW Subclass means those DPL employees who are UAW bargaining unit members, as well as those DPL retirees who, at the time of their retirement, were UAW bargaining unit members, (including with respect to such DPL retirees all of their respective surviving spouses and eligible dependents).

## 2. Benefits of Settlement.

2.1 In deciding to enter into this Settlement Agreement, the Parties considered the uncertainty, cost, risk, and delay associated with continuing the Class Action Litigation, and, given these considerations, the Parties determined that it is beneficial that the Class Action Litigation be settled on the terms set forth in this Settlement Agreement.

### 3. No Admissions.

3.1 The Library Parties deny any wrongdoing or legal liability arising out of any of the issues raised in the Class Action Litigation. Neither this Settlement Agreement, any document referred to herein, nor any action effectuating this Settlement Agreement may be construed as an admission of wrongdoing or liability by the Library Parties.

3.2 The Class Representatives and UAW, AFSCME, and IUOE continue to contend that the grievances, claims, and defenses made on behalf of the Class are meritorious. Neither this Settlement Agreement, any document referred to herein, nor any action effectuating this Settlement Agreement may be construed as an admission that Defendants' legal positions lack merit.

3.3 This Settlement Agreement, the Judgment, and any related documents shall not be introduced in evidence in any proceeding in any court or agency or other tribunal as an admission of the merits or demerits of any claim or defense in the Class Action Litigation, but may be introduced in proceedings to secure Court approval of the Settlement Agreement or to enforce the terms of the Settlement Agreement or Judgment.

## 4. Order of Preliminary Approval and Notice to Class.

4.1 On or before one week after the last signature date on this Agreement, the Parties shall submit this Settlement Agreement to the Court and jointly shall seek from the Court an Order of Preliminary Approval that includes approval of the Notice to be sent to the Class Members.

4.2 Within 14 days after entry of the Order of Preliminary Approval, DPL shall: (i) mail a copy of the Notice to each Class Member at his or her last known address as listed in Exhibit 1; (ii) file a proof of such mailing with the Court; and (iii) provide copies of the documents identified in Sections 4.2 (i) and (ii) to Class Counsel.

4.3 The Notice sent to Class Members shall be accompanied by a copy of the Settlement Agreement, including all of its Exhibits.

4.4 The Parties, including Class Counsel, Class Representatives, and counsel for the Library Commission and DPL, agree to cooperate and to promptly make the necessary filings with the Court to expeditiously obtain the preliminary approval of the Settlement Agreement by the Court and the entry of the Judgment.

## 5. Judgment to be Entered Approving the Settlement.

5.1 Upon Court approval of this Settlement Agreement and completion of the preliminary procedures prescribed by MCR 3.501, the Parties will request that a Judgment be entered substantially in the form of Exhibit 2.

### 6. Release.

6.1 Upon entry of the Judgment and the Judgment becoming Final, and in accordance with the provisions of the Judgment, for good and sufficient consideration, the receipt of which is hereby acknowledged, each Class Representative, Class Member, and anyone claiming on behalf of or through any Class Representative or Class Member (including but not limited to any Eligible Dependents of a Class Member), shall have, fully, finally and forever released and discharged all Released Claims against the Library Parties.

6.2 Upon entry of the Judgment and the Judgment becoming Final, and in accordance with the provisions of the Judgment, the Judgment shall forever bar each Class Representative, Class Member, and anyone claiming on behalf of or through a Class Member (including but not limited to any Eligible Dependents of a Class Member), from instituting or prosecuting, either directly or indirectly, any Released Claims against the Library Parties. Class Counsel, UAW, IUOE and AFSCME agree not to sponsor or support litigation or other claims of any kind against the Library Parties by any non-Class Member in any way arising out of the pension and postretirement healthcare benefit modifications provided for in the City of Detroit Plan for the Adjustment of Debts, as executed by the bankruptcy court, Case No. 13-58657.

6.3 This Settlement Agreement does not waive any claim or defense that may arise regarding enforcement of this Settlement Agreement or the Judgment.

## 7. Settlement Terms.

7.1 In complete settlement of the Class Action Litigation, DPL and the Library Commission agree as follows:

(a) For those Class Members who: (1) were a DPL retiree, or a surviving spouse of a deceased DPL retiree, as of December 31, 2014 or are currently or subsequently become a surviving spouse of a deceased DPL retiree who retired on or before December 31, 2014; and (2) are otherwise entitled to receive a pension payment from the City of Detroit General Retirement System ("GRS"), DPL will make a \$1,000 annual payment to such DPL retiree, or surviving spouse, for each of the calendar years 2016 through and including 2030 (the "Eligibility Period"), and payable as provided in this Section 7.1(a). Such \$1,000 annual payments are in addition to the recipients' GRS pension benefits otherwise payable to them.

In order to qualify for such payment, the eligible DPL retiree or surviving spouse must be alive and drawing a pension at some point during the calendar year during the Eligibility Period for which the \$1,000 annual payment is to be made. The \$1,000 annual payment will be included in the eligible DPL retiree's or surviving spouse's February pension check from GRS in the calendar year that next follows each particular year during the Eligibility Period, paid on or about March 1 that calendar year. For example, the retiree or surviving spouse must be alive and drawing a pension at some time during the calendar year 2016 in order to be eligible for 2016's \$1000 payment, which GRS will make in the February 2017 pension check, payable on or about March 1, 2017. In the event of the post-retirement death of the DPL retiree or surviving spouse during a calendar year for which the retiree or surviving spouse is eligible to receive a \$1000 payment, a single payment will be made to the surviving spouse or named GRS pension beneficiary as appropriate or, in the absence thereof, the estate of the deceased retiree or surviving spouse as applicable, on or about March 1 of the following calendar year. For avoidance of doubt, an eligible surviving spouse is entitled to only one annual \$1,000 payment (not two payments) for the calendar year during the Eligibility Period in which the eligible DPL retiree dies.

By way of further illustration: A retiree without a surviving spouse who is alive and drawing a pension in 2016 and, therefore, becomes eligible for the 2016 calendar year benefit to be paid in the February 2017 pension check, dies in January 2017. That retiree's GRS named beneficiary or estate, as the case may be, will receive the 2016 payment on or about March 1, 2017. That retiree's GRS named beneficiary or estate, as the case may be, will also receive a payment for calendar year 2017 on or about March 1, 2018 because the retiree was alive and drawing a pension in calendar year 2017. The retiree's named GRS beneficiary or estate, as the case may be, would receive no further \$1000 payments provided for herein.

The additional pension payments provided herein are in a fixed amount and are not subject to the GRS COLA provision. These payments will be treated as pension payments for all tax purposes and included in the DPL retiree's or surviving spouse's 1099R as appropriate. Other than as described above, no such additional payments under this Section 7.1(a) will otherwise be made to or on behalf of deceased retirees or spouses, or to surviving spouses not drawing a pension. No such additional payments under this Section 7.1(a) will be made for any year after 2030, which is payable in the February 2031 pension check from GRS as described above.

(b) For those Class Members who: (1) retired from DPL after December 31, 2014 and on or before June 30, 2017, or are currently or subsequently become surviving spouses of such deceased DPL retirees; and (2) are otherwise entitled to receive a pension payment from the City of Detroit General Retirement System ("GRS"), DPL will make a \$1,500 annual payment to such DPL retiree or surviving spouse for each of the calendar years 2016, 2017, 2018, 2019 and 2020, and payable as provided in this Section 7.1(b). Such \$1,500 annual payments are in addition to the recipients' GRS pension benefits otherwise payable to them.

In order to qualify for such payment, the eligible DPL retiree or surviving spouse must be alive and drawing a pension at some point during the calendar year for which the \$1,500 annual payment is made. The \$1,500 annual payment will be included in the eligible DPL retiree's or surviving spouse's February pension check from GRS the following calendar year, paid on or about March 1<sup>st</sup> that calendar year. For example, the retiree or surviving spouse must be alive and drawing a pension at some time during the calendar year 2016 in order to receive 2016's \$1500 payment, which GRS will make in the February 2017 pension check, payable on or about March 1, 2017. In the event of the post-retirement death of the DPL retiree or surviving spouse during the calendar year for which the retiree or surviving spouse is eligible to receive a \$1500 payment, a single payment will be made to the surviving spouse or named GRS pension beneficiary as appropriate or, in the absence thereof, the estate of the deceased retiree or surviving spouse as applicable, on or about March 1 of the following calendar year. For avoidance of doubt, an eligible surviving spouse is entitled to only one annual \$1,500 payment (not two payments) for the calendar year in which the eligible DPL retiree dies.

An otherwise eligible Class Member under this Section 7.1(b) who elects to retire after October 31, 2016 and whose official retirement date is on or before January 1, 2017 prior will be eligible for 2016's annual payment (made in the March 1, 2017 pension check) even if that person has not yet started drawing a pension from GRS during 2016.

The additional pension check payments provided herein are in a fixed amount and are not subject to the GRS COLA provision. The payment will be treated as a pension payment for all tax purposes and included in the DPL retiree's or surviving spouse's 1099R as appropriate. Other than as described above, no such additional payments under this Section 7.1(b) will otherwise be made to or on behalf of deceased retirees or spouses, or to surviving spouses not drawing a pension. No such additional payments under this Section 7.1(b) will be made for any year after 2020, which is payable in the February 2021 pension check from GRS as described above.

(c) DPL will incur the administrative costs for the payments by GRS that are provided in paragraphs (a) and (b) of this Section 7.1. The DPL is responsible for fully funding the sum total amount of all the annual additional payments in this Section 7.1, to be made in each year on or before the 15th of January of the year in which the payment is to be made in the February pension check by GRS.

7.2 The Parties agree that DPL began paying to active DPL employees, on a prospective basis, the 2% base wage increase referenced in Section II, B, Term 2 of the Memorandum of Understanding dated December 19, 2014 ("MOU"), starting with the final pay period of December 2015. DPL will pay the retroactive amount of the 2% base wage increase, i.e., for the period July 1, 2015 through the first pay period of December 2015, within twenty-one (21) days after entry of the Judgment and the Judgment becoming Final. This 2% base wage increase will not be subject to any further wage adjustment before July 1, 2017, unless the Parties mutually agree otherwise, notwithstanding (i) any provisions for wage reopeners in any UAW or AFSCME or IUOE collective bargaining agreement and/or (ii) the end date of any AFSCME collective bargaining agreement before July 1, 2017.

7.3 Between the date this Agreement is signed by the Parties and the termination date of the respective existing collective bargaining agreements, DPL will not provide its current or former non-union employees with more lucrative wage increases, pension increases, or health benefit increases than it provides to its former or current UAW-represented, AFSCMErepresented, and IUOE-represented employees, respectively. For any increase in wages, pension benefits, or health benefits offered to non-union former or current DPL employees, as of or after the date of this Agreement, DPL will provide the unions with advance notice of such change. This provision: (1) does not apply to individual, executive-level non-union employees at DPL; (2) does not prohibit DPL from paying wages to its employees within the salary ranges established by the City of Detroit or other legal requirements; and (3) does not prohibit DPL from employing individuals with funds under restricted grants or charitable contributions in accordance with the terms of the grant or contribution.

7.4 The Parties agree to the following terms, which are not contingent upon the Class Action settlement mechanism described herein:

(a) DPL will follow the City of Detroit's and GRS's requirements for any special election for unused sick leave in Final Average Compensation calculations.

(b) The parties agree to create a joint committee of union and management employees to discuss and develop initiatives to increase revenues and improve operational efficiency at DPL. The committee may make policy recommendations to the Library Commission but will not have governing authority or the ability to bind DPL or the Library Commission on fundraising or other matters.

(c) DPL will follow the City of Detroit's and GRS's requirements for pension contributions by part-time employees.

7.5 The Parties shall each bear their own respective costs and attorney's fees in the Class Action Litigation and any Appellate Proceedings, unless otherwise agreed to in writing.

#### 8. Conditional Class Certification.

8.1 For settlement purposes only, the Parties agree that, as part of the Order of Preliminary Approval and the Notice, the Court may make preliminary findings and enter an order granting conditional certification of the Class, subject to final findings and certification in the Judgment, and appointing the Class Representatives, as well as Class Counsel, as representatives, respectively, for each of the four Subclasses that comprise the Class.

8.2 The Library Commission and DPL do not consent to certification of the Class for any purpose other than to effectuate the settlement of the Class Action Litigation. If this Settlement Agreement is not approved by the Court or is terminated pursuant to its terms, the conditional order certifying the Class, and all preliminary and/or final findings regarding the Court's conditional class certification order or any other matters, shall be automatically vacated upon notice of same from any Party to the Court, and this Class Action Litigation shall proceed as though the Class had never been certified and such findings had never been made, without prejudice to any Parties' ability to proceed with or oppose a motion for class certification thereafter.

## 9. Contingencies.

9.1 This Agreement is subject to the approval of the terms of Sections 7.1(a) and (b) by the General Retirement System Board of Trustees at its July 6, 2016 meeting.

9.2 As a result of certain bankruptcy orders and at the insistence of the General Retirement System, the benefit set forth in Sections 7.1(a) and (b) will be subject to approval by the Bankruptcy Court for the Eastern District of Michigan having jurisdiction over the City of Detroit's Chapter 9 bankruptcy via entry of an order stipulated by the City of Detroit and the parties hereto.

9.3 This Agreement is subject to: (a) approval by each of the Class Representatives; and (b) formal ratification by AFSCME, UAW and IUOE, with ratification votes to be scheduled on or before July 26, 2016. Execution of this Agreement by counsel for defendants on July 1, 2016 shall not constitute such approvals or ratifications.

9.4 This Agreement is subject to formal approval by the Detroit Library Commission. Execution of this Agreement by counsel for Plaintiffs on July 1, 2016 shall not constitute such approval.

#### 10. Effect of Disapproval and Termination.

10.1 In the event this Settlement Agreement is terminated for any reason provided in this Section 10, the positions of the Parties to this Settlement Agreement shall be deemed to have reverted to what they were as of the date and time immediately prior to the execution of this Settlement Agreement and the Parties shall, except as otherwise expressly provided herein, proceed in all respects as if this Settlement Agreement and related orders had not been executed. Each Party agrees that, in the event that this Settlement Agreement is terminated, it will not offer or attempt to place in evidence, or otherwise refer to, this Settlement Agreement, the negotiations which led to its signing, or its termination, in any subsequent proceeding as an admission of liability or of the merits or demerits of any claim or defense in the Class Action Litigation. The parties further agree that, in the event this Settlement Agreement is terminated, the Defendants shall have thirty (30) days from the date of termination to file their responsive pleadings to Plaintiffs' Complaint, which responsive pleadings will be deemed to be timely.

10.2 Either AFSCME, UAW, IUOE, or any of the Class Representatives, as well as DPL and the Library Commission, shall each have the individual option of terminating this Settlement Agreement upon written notice of termination to the other Parties, if:

- (a) The Court declines to certify the Class under MCR 3.501; or
- (b) The Court declines to enter the Order of Preliminary Approval without material modification; or

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- (c) The Court declines to enter the Judgment incorporating this Settlement Agreement without material modification after the fairness hearing; or
- (d) The Judgment fails to become Final.

In the event of termination of this Settlement Agreement by any individual party, the Settlement Agreement terminates as to all parties.

#### 11. Miscellaneous Provisions.

11.1 The attached Exhibits are incorporated into this Settlement Agreement. References in this Settlement Agreement to "Sections" and "Exhibits" refer to the Sections and Exhibits of this Settlement Agreement unless otherwise specified.

11.2 This Settlement Agreement may be amended or modified only by a written instrument signed by the Class Representatives then living, by Class Counsel, by UAW, IUOE and AFSCME, by DPL and the Library Commission. Any proposed change that substantially modifies the terms of the Settlement Agreement must be agreed to by the Class Representatives then living and approved by the Court after notice to the Class or satisfaction of other requirements as directed by the Court.

11.3 The waiver by one Party of: (a) any breach by the other party of; or (b) any other right to enforce or claim or benefit under, this Settlement Agreement shall not be deemed a waiver of any other breach of, or right to enforce or claim or benefit under, this Settlement Agreement.

11.4 This Settlement Agreement, including its exhibits, constitutes the entire agreement between the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement, other than the representations, warranties and covenants contained in this Settlement Agreement. Without limitation, this Settlement Agreement completely supersedes and replaces the Parties' Memorandum of Understanding dated December 19, 2014, as amended.

11.5 The Class Representatives expressly authorize Class Counsel for their respective Subclass to take all appropriate action required or permitted to be taken by the Class Representatives pursuant to this Settlement Agreement to effectuate its terms and also expressly authorize such Class Counsel to enter into any modifications or amendments to this Settlement Agreement on behalf of them if and as such Class Counsel deems appropriate, from the date this Settlement Agreement is signed until the Judgment is entered.

11.6 The Class Representatives believe that the settlement provided for by this Settlement Agreement is fair, reasonable, adequate and in the interest of the Class and, therefore, approve, and do not object to or request that the Court disapprove, any part of this Settlement Agreement.

11.7 This Settlement Agreement may be executed in two or more counterparts. All executed counterparts and each of them shall be deemed to be one of the same instrument,

provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

11.8 This Settlement Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Parties. The Settlement Agreement is not assignable by the Class Representatives or Class Members.

11.9 DPL and the Library Commission represent and warrant that they have full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

11.10 All terms of this Settlement Agreement and its Exhibits shall be governed and interpreted according to Michigan law.

11.11 Any notice, request, information or other document to be given under this Settlement Agreement to any of the Parties by any other party (except for the Notices to be sent to Class Members) shall be in writing, and delivered personally, or sent by UPS, Federal Express or other carrier, or sent by registered or certified mail, postage prepaid, as follows:

If to UAW, the UAW Subclass, Class Representatives of the UAW Subclass, or Class Counsel to the UAW Subclass, addressed to:

> Michael B. Nicholson Nicholson Feldman LLP 232 Nickels Arcade Ann Arbor, Michigan 48104-2410

If to AFSCME, the AFSCME Subclass, Class Representatives of the AFSMCE Subclass, or Class Counsel to the AFSMCE Subclass, addressed to:

> Richard G. Mack, Jr. Miller Cohen PLC 600 W. Lafayette Blvd., Fourth Floor Detroit, Michigan 48226-2711

If to IUOE, the IUOE Subclass, Class Representatives of the IUOE Subclass, or Class Counsel to the IUOE Subclass, addressed to:

> Andrew Nickelhoff Sachs Waldman PC 221 E. Jefferson Ave., Suite 200 Detroit, Michigan 48207

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If to Non-Union Subclass, Class Representatives of the Non-Union Subclass, or Class Counsel to the Non-Union Subclass, addressed to:

> Frank W. Jackson Law Office of Frank W. Jackson, III PLLC 19401 W. McNichols Rd., Suite E Detroit, Michigan 48219

If to the Library Commission or DPL, addressed to:

Eric J. Pelton Kienbaum Opperwall Hardy & Pelton, P.L.C. 280 N. Old Woodward Ave., Suite 400 Birmingham, Michigan 48009

11.12 All Parties shall be deemed to have drafted this Agreement and any ambiguity will not be construed against any Party.

11.13 This Settlement Agreement is solely for the benefit of the Library Parties, Class Representatives, and Class Members, the UAW, AFSCME, and IUOE, and shall not confer any right upon any other Parties.

## 12. Signatures.

IN WITNESS WHEREOF, this Settlement Agreement is executed by Class Representatives and the respective Class Counsel for each Subclass, and duly-authorized representatives for the Library Commission, DPL, UAW, AFSCME, IUOE, and Non-Union Defendants.

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AFSCME SUBCLASS REPRESENTATIVES:

**IUOE SUBCLASS REPRESENTATIVES:** 

Dated: Dated:\_\_\_\_ Dated: Dated:\_\_\_\_\_ Dated: Dated: Dated: Dated:\_\_\_\_ Dated: Dated:\_\_\_\_\_

Dated: 10.19.2016

Dated: 10-19-2016

Dated: 10-21-2016

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Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_

AFSCME SUBCLASS REPRESENTATIVES: Ronald Buyont Dortha Junoson Vatura Junoson Vatura Junoson Jundolyn J. Bibolcy

**IUOE SUBCLASS REPRESENTATIVES:** 

Dated: 10-27-2016 Dated: 10/27/2016 Dated: 10/28/2016 Dated: 10-78-2016

Dated: 10-28-2014

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

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AFSCME SUBCLASS REPRESENTATIVES:

**IUOE SUBCLASS REPRESENTATIVES:** 

Kergel here

Dated: Dated:\_\_\_\_\_ Dated:\_\_\_\_\_ Dated:\_\_\_\_\_ Dated: Dated:\_\_\_\_\_ Dated:\_\_\_\_\_ Dated: 10-28-2015 Dated: Dated:\_\_\_\_\_ Dated:

Dated:

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Dated:

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## AFSCME SUBCLASS REPRESENTATIVES:

\_\_\_\_\_

IUOE SUBCLASS REPRESENTATIVES:

· \_\_\_\_

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. Dated: Dated:\_\_\_\_\_ Dated: Dated: Dated:

Dated:

Dated:

Dated:

Dated: 10-27-16

Dated:

Dated:

Dated:

Dated:\_\_\_\_\_

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NON-UNION SUBCLASS REPRESENTATIVES:

Rose Mary Patterson Rose Mary Patterson Cledon Porvey CLEDOS POWELL

Dated: 10 - 20 - 2016Dated: 10/20/2016

FOR UAW:

By:	Dated:	
Its:		
FOR AFSCME:		
By:	Dated:	
Its:		
FOR IUOE:		
By:	Dated:	
Its:		
FOR THE DETROIT PUBLIC LIBRARY COMMISSION AND THE DETROIT PUBLIC LIBRARY:	ſ	
By:	Dated:	
Its:		
258058		
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i.

NON-UNION SUBCLASS REPRESENTATIVES:

۰.		
Dated:	 	

Dated:\_\_\_\_\_

FOR UAW:

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urie Cheart Dated: 10.19.2016 resident By:\_\_ Its:

\_\_\_\_

FOR AFSCME:

Ву:	·····	

Its:\_\_\_\_\_

FOR IUOE:

Ву:\_\_\_\_\_

Its:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

FOR THE DETROIT PUBLIC LIBRARY COMMISSION AND THE DETROIT PUBLIC LIBRARY;

Ву:	Dated:
Its:	
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## NON-UNION SUBCLASS REPRESENTATIVES:

Dated:

Dated:

FOR UAW:

By: Its:

FOR AFSCME: By: Its: AFSCME Councillas Ref

Dated:

Dated: 10 27/16

FOR IUOE:

By:			 
•		 	

Its:

Dated:		

FOR THE DETROIT PUBLIC LIBRARY COMMISSION AND THE DETROIT PUBLIC/LIBRARY:

Dated: 10/1= + 2014 By: Its

258058

NON-UNION	SUBCLASS	<b>REPRESENTATIVES:</b>
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	Dated:
	Dated:
FOR UAW:	
By: Its:	Dated:
FOR AFSCME:	Dated:
Its:	
FOR IUOE: By:	Dated: <u>10-27-16</u>
FOR THE DETROIT PUBLIC LIBRARY COMMISSION AND THE DETROIT PUBLIC LIBRARY:	
By:	Dated:
Its:	
258058	

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# Settlement Agreement Exhibits

- List of Class members 1.
- Form of Final Order and Judgment approving class action settlement 2.
- Form of Notice 3.
- 4. Form of order of Preliminary Approval

## **EXHIBIT 1**

## to

# **Settlement Agreement**

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Exhibit 1 to Settlement Agreement

#### DETROIT PUBLIC LIBRARY

#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

		LIGI OF AGINE	& RETIRED CLASS MEM			
NAME	BARGAINING UNIT	ACTIVE/RETIREE	ADDRESS	CITY	STATE	ZIP
	AFSCME 1231	ACTIVE	3506 FARMSWORTH	DETROIT	MICHIGAN	48211
		ACTIVE	306 NORTHWESTERN	DETROIT	MICHIGAN	48206
ADAMS, KATIE	AFSCME 1231	ACTIVE	13215 MORAN	DETROIT	MICHIGAN	48212
	AFSCME 1231			DETROIT	MICHIGAN	48228
ALIAKBAR, KAAMILYA	AFSCME 1231	ACTIVE	16229 JOY RD			48235
ANDERSON, RESSIE	AFSCME 1231	ACTIVE	19911 WARD	DETRO!T	MICHIGAN	46210
ARANDA, CHRISTINA	AFECME 1231	ACTIVE	6524 FERN	DETROIT	MICHIGAN	
BAILEY-HARRIS, FLAREN	AF5CME 1231	ACTIVE	9846 RUTHERFORD	DETROIT	MICHIGAN	48223
BLOUNT, DOUGLAS P.	AFSCME 1231	ACTIVE	2736 DEARING	DETROIT	MICHIGAN	48212
OND, CLAUDETTE	AFSCME 1231	ACTIVE	15 EAST KIRBY #1106	DETROIT	MICHIGAN	48202
SOYD, REAETTA	AFSCME 1231	ACTIVE	5550 INKSTER RD 102	DEARBORN HEIGHTS	MICHIGAN	48127
ROWN, JEROME	AFSCME 1231	ACTIVE	4417 SECOND AVE 301	DETROIT	MICHIGAN	48201
U6H, BARRINA	AFSCME 1231	ACTIVE	16518 STEEL UNIT 2	DETROIT	MICHIGAN	4B227
ANNON, JAMONTE	AFSCME 1231	ACTIVE	18425 ALBION	DETROIT	MICHIGAN	48234
RAWFORD, LAUREN	AFSCME 1231	ACTIVE	21301 SLOAN	HARPER WOODS	MICHIGAN	48225
IAZ, YOLANDA	AFSCME 1231	ACTIVE	4683 52ND ST	DETROIT	MICHIGAN	48210
IXON, TANEISHA	AFSCME 1231	ACTIVE	25760 SHIAWASSE APT 120	SOUTHFIELD	MICHIGAN	48033
-	AFSCME 1231	ACTIVE	21043 S. HART	FERNDALE	MICHIGAN	48023
MRY, CYRUS		ACTIVE	500 RIVER PLACE APT 5140	DETROIT	MICHIGAN	48207
ORTNEY, MONIQUE	AFSCME 1231					48185
RAYER, STEVEN	AFSCME 1231	ACTIVE	37759 COLONIAL DR	WESTLAND	MICHIGAN	
IARZA, ELIZABETH	AFSCME 1231	ACTIVE	1110 MORRELL ST.	DETROIT	MICHIGAN	48209
IOLER, DEANGELA	AFSCME 1231	ACTIVE	21454 DEQUINDRE APT 104	WARREN	MICHIGAN	48091
OODMAN, JESSICA	AFSCME 1231	ACTIVE	1460 BEACONSFIELD	GROSSE POINTE	MICHIGAN	48230
ORE, JERMAINE	AFSCME 1231	ACTIVE	683 PRENTIS #38	DETROIT	MICHIGAN	48201
BRIFFIN, JAMES	AFSCME 1231	ACTIVE	1369B STOEPEL	DETROIT	MICHIGAN	48236
SRIFFIN, WANDA SUE	AF5CME 1231	ACTIVE	5132 PENNSYLVANIA	DETROIT	MICHIGAN	48213
SUADIANA, KAREN	AFSCME 1231	ACTIVE	1953 SCOTTEN	DETROIT	MICHIGAN	48209
IOWARD, NICHOLE	AFSCME 1231	ACTIVE	21819 WILMOT	EASTPOINTE	MICHIGAN	48021
	AFSCME 1231	ACTIVE	6209 INDIANA ST	DETROIT	MICHIGAN	48204
UFFMAN, KIMBERLI			B209 INDIANA ST B209 INDIANA ST	DETROIT	MICHIGAN	48204
HUFFMAN, RAVEN	AFSCME 1231	ACTIVE		FERNDALE		46220
IACKSON, SATARA	AFSCME 1231	ACTIVE	757 LAPRAIRIE APT #1		MICHIGAN	
ENKINS, ADERO	AFSCME 1231	ACTIVE	133 GROVE	HIGHLAND PARK	MICHIGAN	48203
IOHNSON, LAURA D	AFSCME 1231	ACTIVE	3659 THEODORE	DETROIT	MICHIGAN	48211
ONES, SHINAUDA	AFSCME 1231	ACTIVE	7426 GEORGIA	DETROIT	MICHIGAN	48213
ELLY, ZAKIYA N	AFSCME 1231	ACTIVE	0521 LAKEVIEW BLVD #10114	WESTLAND	MICHIGAN	48185
ENT, MARIA	AF6CME 1231	ACTIVE	23607 NORCREST DR	SOUTHFIELD	MICHIGAN	48033
IRBY, COURTNEY L	AFSCME 1231	ACTIVE	19551 ALGONAC	DETROIT	MICHIGAN	48234
LEIN, CHRISTOPHER R	AFECME 1231	ACTIVE	11424 YOUNG AVE	WARREN	MICHIGAN	48089
OPEZ, YVETTE	AFSCME 1231	ACTIVE	3315 GOLDNER	DETROIT	MICHIGAN	46210
	AFSCME 1231	ACTIVE	4510 RADNOR	DETROIT	MICHIGAN	48224
MARTIN, SARAN				HIGHLAND PARK	MICHIGAN	48203
MATTOX, MICHELLE S	AFSCME 1231	ACTIVE	53 TENNYSON			48218
MINOR, SANDRA D	AFSCME 1231	ACTIVE	2631 BUTTERNUT	DETROIT	MICHIGAN	
MITCHELL, DIANE	AFSCME 1231	ACTIVE	871 HAZELWOOD	DETROIT	MICHIGAN	48202
OLUMBA, CHINYERE	AFSCME 1231	ACTIVE	4305 THREE MILE DR	DETROIT	MICHIGAN	48224
D'NEAL, OLANDA	ASFCME 1231	ACTIVE	6344 GRATIOT AVE	DETROIT	MICHIGAN	48027
PARKER, EMBERLY	AFSCME 1231	ACTIVE	25025 COLE #6	ROSEVILLE	MICHIGAN	48065
PIPPEN, BRITTNEY	AFSCME 1231	ACTIVE	19723 BLOSSOM LANE	GROSSE POINTE	MICHIGAN	48235
ITTS, DORTHA	AFSCME 1231	ACTIVE	B360 WYOMING	DETROIT	MICHIGAN	48204
DINDEXTER, SALLIE	AFSCME 1231	ACTIVE	3442 DEVON RD AFT. 249	ROYAL OAK	MICHIGAN	48073
RUIETT, LAKIESHA J	AFSCME 1231	ACTIVE	3205 KENDALL ST APT 103	DETROIT	MICHIGAN	48238
UDLEY, ASHLEY	AFSCME 1231	ACTIVE	6651 FLOYD	DETROIT	MICHIGAN	48210
	AFSCME 1231	ACTIVE	2645 BLAINE	DETROIT	MICHIGAN	48205
LIGGS, REGINA					MICHIGAN	46209
RODRIGUEZ, PETRA DELECIA-GARZ	AFSCME 1231	ACTIVE	1114 MORRELL	DETROIT		
SARSFIELD, MARY E	AFECME 1231	ACTIVE	12946 KLINGER ST.	DETROIT	MICHIGAN	48212
SHELTON, LEAH	AFSCME 1231	ACTIVE	18254 SAN JUAN	DETROIT	MICHIGAN	48221
SIMPSON, DORTHA	AFSCME 1231	ACTIVE	10265 GREENSBORO	DETROIT	MICHIGAN	48224
SMITH, CHAROLYN	AFSCME 1231	ACTIVE	24911 5 SYLBERT DR	REDFORD	MICHIGAN	48239
SMITH, JACQUELYNNE	AFSCME 1231	ACTIVE	19250 FLEMING ST	DETROIT	MICHIGAN	48234
SMITH, MIA	AFSCME 1231	ACTIVE	3330 W GRAND ST	DETROIT	MICHIGAN	48238
SMITH, PHEIA	AFSCME 1231	ACTIVE	3311 GLYNN	DETROIT	MICHIGAN	48205
STËRNBERG, ERNEST A	AFSCME 1231	ACTIVE	7628 N MERRIMAN APT 104	WESTLAND	MICHIGAN	48185
SUTTLES, CHARMAYNEL	AFSCME 1231	ACTIVE	16605 BURT RD	DETROIT	MICHIGAN	48210
		ACTIVE	9284 BOLEYN	DETROIT	MICHIGAN	48224
	AFSCME 1231			GROSSE POINTE WOODS		48238
TATE, ROBERT R	AFSCME 1231	ACTIVE	1545 SOURNEMOUTH		MICHIGAN	
TAYLOR, DAWN	AFSCME 1231	ACTIVE	13513 MEMORIAL	DETROIT	MICHIGAN	48227
TAYLOR, LATRESE	AFSCME 1231	ACTIVE	3890 CADIEUX	DETROIT	MICHIGAN	48224
THOMAS, JEAN	AFSCME 1231	ACTIVE	14298 WADE	DETROIT	MICHIGAN	46213
TURNER, ROBIN	AFSCME 1231	AGTIVE	19525 ROSLYN RD	DETROIT	MICHIGAN	48221
VAUGHN, CHERYLL	AFSCME 1231	ACTIVE	5509 ST ANTOINE	DETROIT	MICHIGAN	48201
WALKER, RENEE L	AFSCME 1231	ACTIVE	4354 W EUCLID	DETROIT	MICHIGAN	48204
WALLACE, SHARON L	AFECME 1231	ACTIVE	20900 EASTLAWN APT 71	ST CLAIR SHORES	MICHIGAN	48080
	AFSCME 1231	ACTIVE	1331 SUPERIOR	DETROIT	MICHIGAN	48207
						48238
WILKINS, PATRICIA	AFSCME 1231	ACTIVE	13641 DEXTER APT 411		MICHIGAN	
WOODLOD TRICEN	AFSCME 1231	ACTIVE	2525 FORD ST	DETROIT	MICHIGAN	48238
	AFSCME 1231	RETIREE	275 W GRAND BLVD APT 207	DETROIT	MICHIGAN	48216
AUGUSTA, JULIA MARIE						48234
AUGUSTA, JULIA MARIE CHATMAN, MILLIE	AFSCME 1231	RETIREE	4578 E OUTER DR	DETROIT	MICHIGAN	
AUGUSTA, JULIA MARIE CHATMAN, MILLIE	AFSCME 1231 AFSCME 1231	RETIREE	6622 MAJESTIC ST	DETROIT	MICHIGAN	48210
WOODARD, TRACEY AUGUSTA, JULIA MARIE CHATMAN, MILLIE LEE, LOIS LEE, RHCNDA 13-53846	AFSCME 1231 AFSCME 1231 AFSCME 1231	RETIREE	6622 MAJESTIC 5T 15181 FORD RD APT 301		MICHIGAN MICHIGAN	

#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

NAME	BARGAINING UNIT	ACTIVE/RETIREE	ADDRESS	CITY	STATE	ZIP
	AFSCME 1231	RETIREE	18911 RIOPELLE ST	DETROIT	MICHIGAN	48203
MANSON, BEATRICE	AFSCME 1231	RETIREE	221 UPPER RIVERDALE RD APT		GEORGIA	30326
MCDOWELL, MARJORIE	AFSCME 1231	RETIREE	181 W GRAND	HIGHLAND PARK	MICHIGAN	48203
PYLES, SARAH ROMAN, ROMAN T	AFSCME 1231	RETIREE	49437 RICHMOND CT	SHELBY TWP	MICHIGAN	48315
SMITH, BOBBYE	AFSCME 1231	RETIREE	18479 PINE W	BROWNSTOWN	MICHIGAN	48193
SMITH, BUBBILE SMITH, SHIRLEY JEAN	AFSCME 1231	RETIREE	15580 LINWOOD ST	DETROIT	MICHIGAN	48238
ZEGARSKI, ALICE	AFSCME 1231	RETIREE	8033 E 10 MILE RD APT 903	CENTER LINE	MICHIGAN	48015
BAINES, SANDRA	AFSCME 1259	ACTIVE	271 BELMONT	DETROIT	MICHIGAN	46202
BLANKS, BRADLEY	AFSCME 1259	ACTIVE	3952 CHATSWORK	DETROIT	MICHIGAN	48224
BROWN, JW	AFSCME 1259	ACTIVE	25141 BURT	CENTERLINE	MICHIGAN	46015
BROWN, LILLY	AFSCME 1259	ACTIVE	9360 NORTHLAWN	DETROIT	MICHIGAN	46204
BROWN, MARIANNE	AFSCME 1259	ACTIVE	21750 CHALON ST	ST. CLAIR SHR.	MICHIGAN	48080
BRYANT, RONALD	AFSOME 1259	ACTIVE	18421 INDIANA LOWER FLAT	DETROIT	MICHIGAN	46221
BRYDSON, JAMINA	AFSCME 1259	ACTIVE	2734 JEFFRIES FWY.	DETROIT	MICHIGAN	48216
BURNS, MICHAEL J	AFSCME 1259	ACTIVE	19944 NORBORNE	REDFORD	MICHIGAN	48240
CALVIN, MINNIE	AFSCME 1259	ACTIVE	5726 MITCHELL	DETROIT	MICHIGAN	48211
CALVIN, SHAUWN	AFSCME 1259	ACTIVE	5726 MITCHELL	DETROIT	MICHIGAN	48211
CANNON, KENNETH	AFSCME 1259	ACTIVE	18425 ALBION	DETROIT	MICHIGAN	48205
CLARK, ENID	AFSCME 1259	ACTIVE	20547 W. CHICAGO	DETROIT	MICHIGAN	46220
DANIELS, LAKIA	AFECME 1259	ACTIVE	24625 MABRAY	EASTPOINTE	MICHIGAN	48021
DAVIS, INDIA	AFSCME 1259	ACTIVE	16759 RUTHERFORD ST	DETROIT	MICHIGAN	48235 48223
DAWSON, CAROLE	AFSCME 1259	ACTIVE	14633 GRANDVILLE	DETROIT	MICHIGAN MICHIGAN	48225
DORSEY, LAWRENCE	AFSCME 1259	ACTIVE	7336 CHURCHILL 13695 BRANDYWYNNE	DETROIT SOUTHFIELD	MICHIGAN	48034
	AFSCME 1259	ACTIVE ACTIVE	1291 W. STATE FAIR # 307	DETROIT	MICHIGAN	48203
FITZPATRICK, KAREN	AFSCME 1259	ACTIVE	19960 STANDSBURY	DETROIT	MICHIGAN	48235
	AFSCME 1259 AFSCME 1259	ACTIVE	14874 FAIRMOUNT DR	DETROIT	MICHIGAN	48205
GRIFFIN, ALEXIS HAJJ, TAUHEEDAH	AFSCME 1259	ACTIVE	9141 CLOVERLAWN	DETROIT	MICHIGAN	48204
HANSARD, MARSHA	AFSCME 1259	ACTIVE	1712 W. GRAND BLVD.	DETROIT	MICHIGAN	48208
HANSARD, SUSAN	AFSCME 1259	ACTIVE	910 SEWARD # 308	DETROIT	MICHIGAN	48202
HARRIS, ROCHELLE	AFSCME 1259	ACTIVE	4574 CHARLES	DETROIT	MICHIGAN	48212
HERRON, D'ANDRE	AFSCME 1259	ACTIVE	17353 SANTA ROSA DR	DETROIT	MICHIGAN	48221
HORTON, CHARLAYNA	AFEGME 1259	ACTIVE	16917 STEEL	DETROIT	MICHIGAN	48235
HOWARD, KENYA	AFSCME 1259	ACTIVE	8958 MACKINAW	DETROIT	MICHIGAN	48204
HUDGINS, ALICE	AFSCME 1259	ACTIVE	19453 KELLY RD.	HARPER WOODS	MICHIGAN	48225
JOHNSON, ANTHONY	AFSCME 1259	ACTIVE	19100 BURLINGTON DR.	DETROIT	MICHIGAN	48203
JOHNSON, JERRY	AFSCME 1259	ACTIVE	5991 SEMINOLE	DETROIT	MICHIGAN	48213
JONES, DENNIS LAMONT	AFSCME 1259	ACTIVE	630 LAWRENCE	DETROIT	MICHIGAN	48202
KENNEDY, BARBARA	AFSCME 1259	ACTIVE	19183 MARX	DETROIT	MICHIGAN	48203
KENNEDY, JAIME K	AFSCME 1259	ACTIVE	23123 SHOCK	ST. CLAIR SHR.	MICHIGAN	45081
LAWSON, JACQUELINE	AFSCME 1259	ACTIVE	18988 WASHTENAW	HARPER WOODS	MICHIGAN	48225 48224
	AFSCME 1259 AFSCME 1259	ACTIVE ACTIVE	5934 FARMBROOK 14300 ELMDALE	DETROIT DETROIT	MICHIGAN MICHIGAN	48213
MADISON, DEBORAH MANLEY, TINA m	AFSOME 1259	ACTIVE	16655 STANSBURY ST.	DETROIT	MICHIGAN	48235
MARSHALL, LISA	AFSCME 1259	ACTIVE	19334 STEEL	DETROIT	MICHIGAN	48235
MARTIN, WILLIAM T JR	AFSCME 1259	ACTIVE	8641 EVERGREEN	DETROIT	MICHIGAN	48225
MCGREGOR, TOYA	AFSCME 1259	ACTIVE	11359 MEMORIAL	DETROIT	MICHIGAN	48227
MEADOWS, LISA	AFSCME 1259	ACTIVE	8201 BRISBANE DR.	STERLING HTS.	MICHIGAN	46312
MILLER, ROBERT E	AFSCME 1259	ACTIVE	17640 SUNDERLAND	DETROIT	MICHIGAN	48219
MILLINER, JAMAL	AFBCME 1259	ACTIVE	3300 VILLAGE PK. DR. # 2074	GOUTHGATE	MICHIGAN	48195
MONTGOMERY, NORA	AFSCME 1259	ACTIVE	20199 REGENCY CLUB APT B	WARREN	MICHIGAN	48089
MUNTAQIM, TASLEEMA	AFSCME 1259	ACTIVE	12460 LAING	DÉTROIT	MICHIGAN	4B224
MUQARIBU, SHIM SHU	AFSCME 1259	ACTIVE	6104 NEFF	DETROIT	MICHIGAN	46224
MYLES, CARLA	AFSCME 1259	ACTIVE	18211 LAWTON ST. APT 206	DETROIT	MICHIGAN	46221
NEWMAN, BRIAN	AFSCME 1259	ACTIVE ACTIVE	5628 UNDERWOOD	DETROIT EASTPOINTE	MICHIGAN MICHIGAN	46204 46021
OLIVER, LATOYA	AFSCME 1250	ACTIVE	15671 MOK AVE. 6214 HORATIO	DETROIT	MICHIGAN	48210
PADUCH, JUDITH PARKER, MELISSA S	AFBCME 1259 AFSCME 1259	ACTIVE	24569 DALE AVENUE	EASTPOINTE	MICHIGAN	48021
	AFSOME 1259	ACTIVE	21199 KENMORE	HARPER WOODS	MICHIGAN	48225
PECAR, ADAM B PERRY, CHERRYL D	AFSCME 1259	ACTIVE	44351 AUSABLE	CLINTON TWP.	MICHIGAN	48038
PETTIGREW, LERDY	AFSCME 1259	ACTIVE	10698 MEUSE	DETROIT	MICHIGAN	48224
POOL, RAYMOND	AFSCME 1259	ACTIVE	25794 GRAND CONCOURSE	SOUTHFIELD	MICHIGAN	48075
PRIDE, VICKIE	AFSCME 1259	ACTIVE	10698 MEUSE	DETROIT	MICHIGAN	48224
PRUITT, CARRIE ANN	AFSCME 1259	ACTIVE	19861 KELLY RD.	DETROIT	MICHIGAN	48225
ROBINSON, RONNIE	AFSCME 1259	ACTIVE	9165 YORKSHIRE	DETROIT	MICHIGAN	48224
ROBINGON, MARIAN	AFSCME 1259	AGTIVE	3956 LILLIBRIDGE	DETROIT	MICHIGAN	48214
ROBISON, JAMEKA	AFSCME 1259	ACTIVE	1B151 CARDONI	DETROIT	MICHIGAN	48203
SCHEICH, MATTHEW	AFSCME 1259	ACTIVE	28846 LITTLE MACK AVENUE	ST, CLAIR SHR.	MICHIGAN	46001
SCHOLL, EDWARD J	AFSCME 1259	ACTIVE	5032 VAN NESS DR	BLOOMFIELD	MICHIGAN	48302
SENIOR, JEFFREY S	AFSCME 1259	ACTIVE	5635 UNDERWOOD	DETROIT	MICHIGAN	48204
SHANE, PHILIP A	AFSCME 1259	AGTIVE	22911 THORNCLIFFE ST.	SOUTHFIELD	MICHIGAN	48033
	AFSCME 1259	ACTIVE	1421 NICOLET 16855 EDINBOROLIGH	DETROIT	MICHIGAN MICHIGAN	48207 48219
SIMS-LYLES, TONI C SMITH, MICHAEL	AF6CME 1259 AF5CME 1259	ACTIVE ACTIVE	16855 EDINBOROUGH 4203 MONTEREY	DETROIT DETROIT	MICHIGAN	48204
SMITH, MICHAEL	AFSCME 1259	ACTIVE	345 LABADIE ST	ECORSE	MICHIGAN	48229
STOCKING, SUZANNE	AFSCME 1259	ACTIVE	661D HOLLAND RD	CLAY TOWNSHIP	MICHIGAN	46001
SWINT, LESTER W	AFSCME 1259	ACTIVE	17580 FAIRFIELD	DETROIT	MICHIGAN	48221
THOMAS MUCHIC		.1659-5 Fi		Entered 11/07/16		
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#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

		LIST OF ACTIV	E & RETIRED CLASS MEME	BERS		
NAME	BARGAINING UNIT	ACTIVE/RETIRE	E ADDRESS	CITY	STATE	ZIP
TURNER, MICHAEL	AFSCME 1259	ACTIVE	26501 IMPERIAL DR APT B165	WARREN	MICHIGAN	48093
VALES, DWAYNE	AFSCME 1259	ACTIVE	9565 SCHAEFER	DETROIT	MICHIGAN	48227
VANDERBILT, GYNTHIA M	AF6CME 1259	ACTIVE	8102 EAST JEFFERSON #7078	DETROIT	MICHIGAN	48214
WALKER, CHERYL	AF8CME 1259	ACTIVE	20550 BALFOUR # 4	HARPER WOODS	MICHIGAN	48225
WALTON, CYNTHIA M	AFSCME 1259	ACTIVE	15390 EGO	EASTPOINT	MICHIGAN	48021
WHITE, LEATRICK	AFSCME 1259	ACTIVE	23130 REYNOLDS	HAZEL PARK	MICHIGAN	48030
WIGGINS, MATTIE	AFSCME 1259	ACTIVE	4360 LAKEPOINTE	DETROIT	MICHIGAN	48224
WILLIAMS, CHERYLE A.	AFSCME 1259	ACTIVE	11077 KENMOOR	DETROIT	MICHIGAN	48205
WILLIAMS, SEANTELLE	AFSCME 1259	ACTIVE	B1BB SIRRON ST	DETROIT	MICHIGAN	48234
WILLIAMS, YVETTE	AF6CME 1259	ACTIVE	20500 GODDARD	DETROIT	MICHIGAN	48234
WILSON, RITCHIE	AFSCME 1259	ACTIVE	14113 3. STATE FAIR	DETROIT	MICHIGAN	48205
BAKER-HILL SERINA JO	AFSCME 1259	RETIREE	33332 SAND PIPER DR	ROMULUS	MICHIGAN	48174
BARGOWSKI, PATRICIA J.	AFSCME 1259	RETIREE	B36 UNIVERSITY PL	GROSBE POINTE	MICHIGAN	48230
BEAN, MARJORIE	AFSCME 1259	RETIREE	5404 SEMINOLE ST	DETROIT	MICHIGAN	48213
BEAGLEY, GWENDOLYN	AFSCME 1259	RETIREE	16138 STANSBURY ST	DETROIT	MICHIGAN	48236
BECK, SHERYL		RETIREE		FERNDALE	MICHIGAN	48220
•	AFSCME 1259 AFSCME 1259		181 E CHESTERFIELD ST 300 RIVERFRONT DR APT 5G	DETROIT		46220
BERRY, CAROLYN		RETIREE			MICHIGAN	
BIELICH, DONNA M	AFSCME 1259	RETIREE	4355 REFLECTIONS DR	STERUNG HTS	MICHIGAN	48314
BOOKER, CYNTHIA M	AFSCME 1259	RETIREE	8130 BINGHAM ST	DETROIT	MICHIGAN	48228
BOURDEAUX, JOHNNY	AF8CME 1259	RETIREE	7659 HIGHWAY 512	QUITMAN	MISSISSIPPI	39355
BROWN, THREASA	AFSCME 1259	RETIREE	4500 TRUMBELL ST APT 211	DETROIT	MICHIGAN	48208
BURCZ, JACQUELINE	AFSCME 1259	RETIREE	19170 CHESTER ST	DETROIT	MICHIGAN	48236
BURLEIGH, EDWARD	AFSCME 1259	RETIREE	9170 WHITTIER ST APT 3	DETROIT	MICHIGAN	48224
CASTILLO, DAVID G	AFSCME 1259	RETIREE	62 E PLEASANT ST	RIVER ROUGE	MICHIGAN	48218
CASTRO, ALICE C	AFSCME 1259	RETIREE	2870 LOWER RIDGE DR APT 1	ROCHESTER HILLS	MICHIGAN	48307
CAUCHI, STEVEN	AFSCME 1259	RETIREE	615 GRISWOLD ST STE 518	DETROIT	MICHIGAN	48226
CHERRY, GAYLE 6	AFSCME 1259	RETIREE	21 LINSWOOD ST	MONROE	MICHIGAN	48162
CHRISTMAS, BRENDA K	AFSCME 1259	RETIREE	1709 EDISON ST	DETROIT	MICHIGAN	48205
CLARKSTON, GWENDOLYN	AFSCME 1259	RETIREE	17244 JEANNETTE ST	SOUTHFIELD	MICHIGAN	48075
COOPER, JO ANN	AFECME 1250	RETIREE	1325 LONGVIEW ST	DETROIT	MICHIGAN	48213
CROSS, CONNIE J	AFBCME 1259	RETIREE	18551 KENTUCKY ST	DETROIT	MICHIGAN	48221
CROSS, NORVALL	AFSCME 1259	RETIREE	31365 MOUND RD APT A	WARREN	MICHIGAN	48092
CURRY, ETHELA	AFSCME 1259	RETIREE	18884 FENELON ST	DETROIT	MICHIGAN	48234
DOOLEY-CALLAWAY, LATONYA A	AFSCME 1259	RETIREE	20219 TRACEY ST	DETROIT	MICHIGAN	48235
DUNN, MARTHA A	AFSCME 1259	RETIREE	19966 HOUGHTON ST	DETROIT	MICHIGAN	48219
DYAS, ROSE	AFSCME 1259	RETIREE	27655 LAHGER RD APT 109	SOUTHFIELD	MICHIGAN	48034
ELLISWORTH, LEAH	AFSCME 1259	RETIREE	30022 HARPER AVE	ST CLAIR SHORES	MICHIGAN	48082
FELDER, LAWANDA	AFSCME 1259	RETIREE		LEANDER	TEXAS	78641
			2401 TUMBLER RIVER DR			48335
	AFSOME 1259	RETIREE	34978 WHITE PINE TRL	FARMINGTON HILLS	MICHIGAN	48081
FILIMON, BARBARA A	AFSCME 1259	RETIREE	20930 LAKELAND ST	ST CLAIR SHORES	MICHIGAN	
FLORES, MARIA C	AFSCME 1259	RETIREE	200 STRAIGHT AVE NW APT 1	GRAND RAPIDS	MICHIGAN	49504
FRANCIS, DOROTHY P	AFSCME 1259	RETIREE	31292 SCHOENHERR RD AFT 2	WARREN	MICHIGAN	48088
FRAZIER, GLORIA	AFSCME 1259	RETIREE	9311 CHEYENNE ST	DETROIT	MICHIGAN	48228
GAJEWSKI, DEBORAH M	AFSCME 1259	RETIREE	24504 WOOD ST	ST CLAIR SHORES	MICHIGAN	45080
GOFF, BARBARA	AFSCME 1259	RETIREE	245 WOODLAND ST	DETROIT	MICHIGAN	48202
GRACE, ANNA	AFSCME 1259	RETIREE	5904 SEVILLE CIR	ORCHARD LAKE	MICHIGAN	48324
GREENAN, MARY B	AFSCME 1259	RETIREE	255 MAYER RD APT 358	FRANKENMUTH	MICHIGAN	48734
GRIMALDI, MATTHEW	AFSCME 1259	RETIREE	17825 15 MILE RD APT 22	CLINTON TWP	MICHIGAN	48035
HAMAN, JOYCE	AFSCME 1259	RETIREE	29834 UTICA RD	ROSEVILLE	MICHIGAN	48066
HANBURY, MARY T	AFSCME 1259	RETIREE	150 W MAPLE ST APT 501	CHICAGO	ILLINOIS	60610
HARPER, CATHERLINE	AFSCME 1259	RETIREE	201 N SQUIRREL RD APT 1612	AUBURN HILLS	MICHIGAN	48326
HASKINS, DORIS	AFSCME 1259	RETIREE	318 MONTERREY ST	HIGHLAND PARK	MICHIGAN	48203
HILL APRIL	AFSCME 1259	RETIREE	19661 ALGONAC	DETROIT	MICHIGAN	48234
HOOGSTRA, KLAZINA M	AFSCME 1259	RETIREE	17255 COMMON RD APT 234	ROSEVILLE	MICHIGAN	48066
HOUSTON, MARY J	AFSCME 1259	RETIREE	15461 SORRENTO ST	DETROIT	MICHIGAN	48227
HUGHES, DOROTHY J	AFSCME 1259	RETIREE	415 BURNS DR APT 6602	DETROIT	MICHIGAN	48214
HUTCHINS, JEANNE R	AFSCME 1259	RETIREE	14820 TULLER ST	DETROIT	MICHIGAN	48238
IVY, BRENDA	AFSCME 1259	RETIREE	967 BEACONSFIELD AVE APT 1	GROSSE POINTE	MICHIGAN	48230
IVY, PATRICIA	AFSCME 1259	RETIREE	3434 SEYBURN ST	DETROIT	MICHIGAN	48214
JENKINS, FREDERICK	AFSCME 1259	RETIREE	2962 CLEMENTS ST	DETROIT	MICHIGAN	48238
JOHNSON, WILMA J	AFSCME 1259	RETIREE	51011 ACE DR	MACOMB	MICHIGAN	46042
JOHNSON, WINSTON	AFSCME 1259	RETIREE	14574 LONGACRE ST	DETROIT	MICHIGAN	48227
JONES, TRUDY R	AF6CME 1259	RETIREE	5741 BEAUCHAMP	W BLOOMFIELD	MICHIGAN	48322
JOSHUA, SARAH	AFSCME 1259	RETIREE	25080 W 12 MILE RD APT B15	SOUTHFIELD	MICHIGAN	48034
JOYNER, GROVER	AFSCME 1259	RETIREE	7465 HANOVER ST	DETROIT	MICHIGAN	48208
KALBFLEISCH, HELEN	AFSGME 1259	RETIREE	39487 VIA TEMPRANO	MURRIETA	CALIFORNIA	92563
KELLY, KATRINA	AFSCME 1259	RETIREE	19160 SEMINOLE	REDFORD	MICHIGAN	48240
KETTERMAN, ELIZABETH	AFSCME 1259	RETIREE	12117 MANSFIELD ST	DETROIT	MICHIGAN	46227
LACROIX, BRENDA J	AFSCME 1259	RETIREE	PO BOX 870113	STONE MOUNTAIN	GEORGIA	30087
LUBISZEWSKI, MARY ALYCE	AFSCME 1259	RETIREE	28398 UNIVERSAL DR	WARREN	MICHIGAN	48092
LUTHER, LAURA L	AFSCME 1259	RETIREE	23111 WEBSTER ST	OAK PARK	MICHIGAN	46237
MATTHEWS, JEANETTE	AFSCME 1259	RETIREE	16918 GRIGGS ST	DETROIT	MICHIGAN	48221
MCGHEE, MELVIN	AFSCME 1259	RETIREE	4435 SEYBURN ST	DETROIT	MICHIGAN	48214
MILLER, DEBORAH H F	AFSCME 1259	RETIREE	25362 SAINT JAMES	SOUTHFIELD	MICHIGAN	48075
MILLER, JANICE M	AFSCME 1259	RETIREE	4579 BELVIDERE ST	DETROIT	MICHIGAN	48214
MILLER, KELY	AFSCME 1259	RETIREE	PO BOX 1018	DEARBORN	MICHIGAN	48121
NEWBY, CAROL	AFSCME 1259	RETIREE	25845 BRIAR DR APT 6	OAK PARK	MICHIGAN	48237
	AFSCME 1259	RETREE	39764 SCHROEDER DR	CLINTON TWP	MICHIGAN	48038
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#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

NAME	BARGAINING UNIT	ACTIVE/RETIREE	ADDRESS	CITY	STATE	ZIP
PATTEREON, BARRY E	AFSCME 1259	RETIREE	29322 ELMIRA GT	LIVONIA	MICHIGAN	48150
PERKINS, SHIRLEY J	AFSCME 1259	RETIREE	PO 80X 11557	DETROIT	MICHIGAN	48211
PHILLIPS, GENEVIEVE E	AFSCME 1259	RETIREE	10760 WORDEN ST	DETROIT	MICHIGAN	48224
RADFORD, OLIVIA	AFSCME 1259	RETIREE	26642 BALMORAL WAY	FARMINGTON HILLS	MICHIGAN	48334
RAMSEY-BUTTS, LINDA	AFSCME 1259	RETIREE	119 MOUNT VIEW AVE APT 1	MCMINNVILLE	TENNESSEE	37110
RAUEN, MARY	AFSCME 1259	RETIREE	2257 ALAZAN DR	CORPUS CHRISTI	TEXAS	78418
REED, PEARL	AFSCME 1259	RETIREE	400 STONYRIDGE DR	SANDUSKY	OHIO	44870
ROBINSON, RUTH A	AFSCME 1259	RETIREE	20258 HEYDEN ST	DETROIT	MICHIGAN	48219
ROSEMAN, BARBARA J	AFSCME 1259	RETIREE	2301 REDWOOD ST APT 304	LAS VEGAS	NEVADA	89146
SAVVIDES, ANNA	AFSCME 1259	RETIREE	491 W HANCOCK ST APT 1	DETROIT	MICHIGAN	48201
SCOTT, KERRY N	AF8CME 1259	RETIREE	9656 MANOR ST	DETROIT	MICHIGAN	46204
SHEARS, CHARLOTTE	AFSCME 1259	RETIREE	5855 BEECHWOOD ST	DETROIT	MICHIGAN	48210
SIMONS, NORA	AFSCME 1259	RETIREE	22009 ROUGEWOOD DR	SOUTHFIELD	MICHIGAN	48033
SPIGNER, TOWANDA K	AFSCME 1259	RETIREE	16976 STANSBURY ST	DETROIT	MICHIGAN	48235
STONE, CONSTANCE	AFSCME 1259	RETIREE	18305 WARRINGTON DR	DETROIT	MICHIGAN	48221
SULLIVAN, KEVIN	AFSCME 1259	RETIREE	19411 LANCASHIRE	DETROIT	MICHIGAN	46223
TALBOT, ELIZABETH	AFSCME 1250	RETIREE	17539 AIRPORT	FRASER	MICHIGAN	48026
THIEL-ROSSITER, BARBARA E	AFSCME 1259	RETIREE	8109 BEATRICE	WESTLAND	MICHIGAN	48165
THURMOND, YVONNE	AFSCME 1259	RETIREE	19956 ROBSON ST	DETROIT	MICHIGAN	48235
TOREY, VERONICA H	AFSCME 1259	RETIREE	475 ELIZABETH CT	GROSSE POINTE	MICHIGAN	48238
VAN, MARY E	AFSCME 1259	RETIREE	557 MT VERNON ST	DETROIT	MICHIGAN	46202
VANCE, LESLIE A	AFSCME 1259	RETIREE	222 FOOTHILL BLVD APT 580	LA CANADA FLINTRIDGE	CALIFORNIA	91011
WATSON, DAVID E	AFSCME 1259	RETIREE	18115 MEYERS RD	DETROIT	MICHIGAN	48235
WHITFIELD, INEZ	AFSCME 1259	RETIREE	3600 ALMA RD APT 3022	RICHARDSON	TEXAS	75080
WILLIAMS, BARBARA E	AFSCME 1269	RETIREE	29250 POINTE O WOODS PL	Southfield	MICHIGAN	48034
WILLIAMS, JANICE C	AFSCME 1259	RETIREE	20572 KENMORE AVE	HARPER WOODS	MICHIGAN	48225
WILLIAMSON-SHARPE, RITA	AFSCME 1259	RETIREE	24211 ROSEWOOD ST	DAK PARK	MICHIGAN	48237
WOJTOWICZ, VERONICA	AFSCME 1259	RETIREE	3381 DOREMUS ST	HAMTRAMCK	MICHIGAN	48212
YOKOM, BARBARA S	AFSCME 1259	RETIREE	18820 SUMNER		MICHIGAN	48240
YOUNG, FRANCES	AFSCME 1259	RETIREE	5 BECK CLOSE	BOSLOVER CHESTERFIELD	DERBYSHIRE	S44 6XS UK
YOWELL, JEFFERIE K	AFSOME 1259	RETIREE	21880 GRANDY ST	CLINTON TWP	MICHIGAN	48035
EMBRY, CHRISTOPHER	IUGE LOCAL 547	ACTIVE	9825 ANDOVER DR	BELLEVILLE	MICHIGAN	48111
GREEN, MELVIN	IUOE LOCAL 547	ACTIVE	18646 APPOLINE	DETROIT	MICHIGAN	48221
MCKELTON, TIMOTHY	IUGE LOCAL 547	ACTIVE	3521 WHITAKER DR	MELVINDALE	MICHIGAN	48122
PARKER, KEITH J	IUCE LOCAL 547 IUCE LOCAL 547	RETIREE	4023 BLAINE ST 22942 GLENBROOK ST	DETROIT ST CLAIR SHORES	MICHIGAN MICHIGAN	48204 48082
ARTES, BETTY M GIGER-TAYLOR, SYLVIA	IUOE LOCAL 547	RETIREE	4989 LANNOO ST	DETROIT	MICHIGAN	48082
IMPELLIZZERI, ANNA M	IUCE LOCAL 547	RETIREE	17807 FAIRWOOD DR	CLINTON TWP	MICHIGAN	48035
JONES, ROBERT M	IUCE LOCAL 547	RETIREE	21406 INKSTER RD	ROMULUS	MICHIGAN	48174
ROCQUE, LOUIS	IUGE LOCAL 547	RETIREE	1533 GODDARD RD	LINCOLN PARK	MICHIGAN	48145
BELL, DISHONNE	NON-UNION	ACTIVE	15032 WINTHROP	DETROIT	MICHIGAN	48227
BROOKS, RONALD	NON-UNION	ACTIVE	22747 CLEARWATER COURT #105	NOVI	MICHIGAN	48375
BROWN, ANTONIO	NON-UNION	ACTIVE	30476 SALISBURY ST.	FARMINGTON HILLS	MICHIGAN	48336
BRUNI, MARGARET	NON-UNION	ACTIVE	211 MCMILLAN	GROSSE POINTE FARMS	MICHIGAN	46236
CALL, J. RANDOLPH	NON-UNION	ACTIVE	38252 LANA DR	FARMINGTON HILLS	MICHIGAN	48335
CORNELIOUS, GLENDA	NON-UNION	ACTIVE	270 EASTLAWN	DETROIT	MICHIGAN	48215
DALE, RUDOLPH	NON-UNION	ACTIVE	24010 BLACKSTONE	OAK PARK	MICHIGAN	48237
DAVIS, JONATHAN	NON-UNION	ACTIVE	18790 ALHAMBRA	LATHRUP VILLAGE	MICHIGAN	46076
DORSEY, DEBORAH	NON-UNION	ACTIVE	7336 CHURCHILL	DETROIT	MICHIGAN	4B206
FUNCHESS, ATIM	NON-UNION	ACTIVE	19495 SHREWSBURY	DETROIT	MICHIGAN	46221
GABRIEL, KENNETH	NON-UNION	ACTIVE	10065 TALEOT	HUNTINGTON WOODS	MICHIGAN	46070
GIES, RANDALL	NON-UNION	ACTIVE	21377 BROOKLYN	MACOMB	MICHIGAN	4B044
HEARN, TRACI	NON-UNION	ACTIVE	16210 GUEST CT	ROSEVILLE	MICHIGAN	48068
IBEGBU, VICTOR	NON-UNION	ACTIVE	6075 VIXEN	CANTON	MICHIGAN	48187
JOHNSON, KAREN	NON-UNION	ACTIVE	201 N SQUIRREL RD #1612	AUBURN HILLS	MICHIGAN	48326
KASZUBOWSKI, DAVID	NON-UNION	ACTIVE	24619 ARSENAL	FLAT ROCK	MICHIGAN	48134
MONDOWNEY, JOANNE	NON-UNION	ACTIVE	527 W. LAFAYETTE APT 18E	DETROIT	MICHIGAN	48226
MOORE, DELTRINEE A	NON-UNION	ACTIVE	35093 BUNKER HILL DR	FARMINGTON HILLS	MICHIGAN	48331
MOSLEY, CAROLYN M	NON-UNION	ACTIVE	1553 E. LARNED #5	DETROIT	MICHIGAN	48207
MOUGH, CYNTHIA	NON-UNION	ACTIVE	24075 WEDGEWODD CIR.	WARREN	MICHIGAN	48001
NEWBY-CLORA, ANGELA	NON-UNION	ACTIVE	29602 FARMBROOK COURT #B	60UTHFIELD	MICHIGAN	48304
NORFOLK, MARIA PLUMMER, CHARLES	NON-UNION	ACTIVE	2008 LONGFELLOW	DETROIT	MICHIGAN	48205
•	NON-UNION NON-UNION	ACTIVE	7354 HANOVER	DETROIT	MICHIGAN	48205
POWELL, CLEDOS RICE, YVETTE M.	NON-UNION	ACTIVE ACTIVE	17555 BIRCHCREGT 10326 CURTIS	DETROIT DETROIT	MICHIGAN MICHIGAN	48221
SHERRILL, DONNA	NON-UNION	ACTIVE	19760 FORT 102 BLDG 34	RIVERVIEW	MICHIGAN	48221 48193
SIMMONS, ALMA W.	NON-UNION	ACTIVE	1660 CAMPAU FARMS CIRCLE	DETROIT	MICHIGAN	48207
SIMON, TIFFANI M	NON-UNION	ACTIVE	28758 SAN MARINO	SOUTHFIELD	MICHIGAN	48034
SMITH, JAMES K	NON-UNION	ACTIVE	43052 KATIE LANE	CLINTON TOWNSHIP	MICHIGAN	48038
SUPPON, DERICK A	NON-UNION	ACTIVE	1157 MORRELL	DETROIT	MICHIGAN	48209
TAYLOR VIOLA	NON-UNION	ACTIVE	14963 FORRER	DETROIT	MICHIGAN	48227
TURNER, TIMOTHY	NON-UNION	ACTIVE	39792 GREENVIEW PL, APT, B	PLYMOUTH	MICHIGAN	48170
VANCE, BRIAN D	NON-UNION	ACTIVE	9136 MEYERS RD	DETROIT	MICHIGAN	48228
WILLIAMS, JACQUELINE	NON-UNION	ACTIVE	18632 STEOPEL	DETROIT	MICHIGAN	48221
WILLIAMS, TALISHA	NON-UNION	ACTIVE	24267 TEPPERT	EASTPOINTE	MICHIGAN	48021
WRIGHT-BLESSETT CHERYL	NON-UNION	ACTIVE	15455 MURRAY HILL	DETROIT	MICHIGAN	46227
WYATT, TRACEY H	NON-UNION	ACTIVE	447B GRAYTON	DETROIT	MICHIGAN	46224
ANDREWS, FLORENCE ERMA LEE	NON-UNION	RETIREE	7390 FINNEGAN DR	W BLOOMFIELD	MICHIGAN	48322
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#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

	LIS	ST OF ACTIV	E & RETIRED CLASS MEMBER:	<u>s</u>		
NAME	BARGAINING UNIT	<b>CTIVE/RETIRE</b>	E ADDRESS	CITY	STATE	ZIP
ATKINSON, PHILIP E	NON-UNION	RETIREE	1505 ROBINDALE AVE	DEARBORN	MICHIGAN	48128
BAILEY, BELVIN	NON-UNION	RETIREE	18975 BUSSEX ST	DETROIT	MICHIGAN	48235
BAKER, DOROTHY M	NON-UNION	RETIREE	22405 RIO VISTA ST	ST CLAIR SHORES	MICHIGAN	48081
BARKOVIC, VICTOR	NON-UNION	RETIREE	5987 CAMPUS DR	DEARBORN HTS	MICHIGAN	48127
BECKLES, BENITA H	. NON-UNION	RETIREE	16231 W CHEERY LYNN RD	GODDYEAR	ARIZONA	85395
BRIDON, JUDITH	NON-UNION	RETREE	22818 TALFORD ST	NOVI	MICHIGAN	48375
BROUGHTON, ANNI	NON-UNION	RETIREE	544D BRIDGE TRL E	COMMERCE TWP	MICHIGAN	46362
BROWN, JENNIFER E	NON-UNION	RETIREE	27655 LAHSER RD APT 304	SOUTHFIELD	MICHIGAN	48034
BRYANT, JAMES W	NON-UNION	RETIREE	2468 LEELIE ST	DETROIT	MICHIGAN	48239
BUCKLEY, FRANCIS JR	NON-UNION	RETIREE	PO BOX 24388	FT LAUDERDALE	FLORIDA	33307
BURNS, HELENE	NON-UNION	RETIREE	590 SANDALWOOD CT	CANTON	MICHIGAN	40169
CAMPOS, GREGORIA HILDA	NON-UNION	RETIREE	5005 BRIGHTON HILLS PL NE	RIO RANCHO	NEW MEXICO	87144
CARSON, ESME H	NON-UNION	RETIREE	26745 FARMEROOK VILLA DR	SOUTHFIELD	MICHIGAN	46034
CLEMONS, SANDRA L	NON-UNION	RETIREE	116 BECKINGHAM LOOP	CARY	NORTH CAROLINA	
CURTIS, JEAN T	NON-UNION	RETIREE	4401 ROLAND AVE UNIT 201	BALTIMORE	MARYLAND	21210
DICKERSON, VIRGINIA	NON-UNION	RETIREE	2250 S LA SALLE GDNS	DETROIT	MICHIGAN	48208
DUNCAN, ALENE	NON-UNION	RETIREE	12741 INDIANA ST	DETROIT	MICHIGAN	48238
DZIUBA-MCCLARY, PATRICIA	NON-UNION	RETIREE	510 SAINT CLAIR ST	GROSSE POINTE	MICHIGAN	48230
	NON-UNION	RETIREE	41360 FOX RUN APT 315	NOVI	MICHIGAN	48377
EVENHUIS, JAMES R		RETIREE		SYLVAN LAKE		48320
FARMS, ROBERT E	NON-UNION		1570 MAPLEWOOD ST		MICHIGAN	
FLOWERS, REBECCA L	NON-UNION	RETIREE	15833 W 11 MILE RD APT 105	SOUTHFIELD	MICHIGAN	48076
FUQUAY, ALVA	NON-UNION	RETIREE	16500 N PARK DR APT 1018	SOUTHFIELD	MICHIGAN	48075
GAREN, ROBERT J	NON-UNION	RETIREE	1274 DOGWOOD MEADOWS DR SE	ADA	MICHIGAN	49301
GIVEN, MAUREEN	NON-UNION	RETIREE	2781 SOMERSET BLVD APT 212	TROY	MICHIGAN	48084
GROSS, ROBERT	NON-UNION	RETIREE	2260 SUN VALLEY RD	CHULA VISTA	CALIFORNIA	91815
HADLEY, WILLIE	NON-UNION	RETIREE	19716 WASHTENAW ST	HARPER WOODS	MICHIGAN	48225
HUBER, SHIRLIE M	NON-UNION	RETIREE	14305 GREENTREES ST	BROWNSTOWN	MICHIGAN	48193
HURTTE, BETTY A	NON-UNION	RETIREE	17367 MENDOTA ST	DETROIT	MICHIGAN	48221
JONES, ROSA C	NON-UNION	RETIREE	20201 WESTMORELAND RD	DETROIT	MICHIGAN	48219
KENGEL, KATHRYN	NON-UNION	RETIREE	21406 INKSTER RD	ROMULUS	MICHIGAN	48174
LA ROSE, MARGARET	NON-UNION	RETIREE	6503 MISSION RDG	TRAVERSE CITY	MICHIGAN	49685
LAWRENCE, JAMES W	NON-UNION	RETIREE	9621 S 39 RD	CADILLAC	MICHIGAN	49601
LEIPPRANDT, LAWRENCE O	NON-UNION	RETIREE	21398 PURDUE AVE	FARMINGTON HILLS	MICHIGAN	40335
MARCELAIN, ROBERT D	NON-UNION	RETIREE	20285 CALDWELL ST	DETROIT	MICHIGAN	48234
MCDONALD, BLONDEAN	NON-UNION	RETIREE	9591 BRAILE ST	DETROIT	MICHIGAN	48228
	NON-UNION	RETIREE	26381 LORENZ ST	MADISON HTS	MICHIGAN	48071
MCELGUNN, MICHAEL		RETIREE			MICHIGAN	48124
MCNEIL, BARBARA	NON-UNION		3545 WILLOW ST	DEARBORN		
MERRIWETHER, JAMES	NON-UNION	RETIREE	20244 OLD HOMESTEAD DR	HARPER WOODS	MICHIGAN	48225
MITCHELL, MARY	NON-UNION	RETIREE	7958 26TH AVE	KENOSHA	WISCONSIN	53143
MORGAN, JANE HALE	NON-UNIÓN	RETIREE	7473 N BRYNMAWR CT	WBLOOMFIELD	MICHIGAN	48322
MORRIS, ELIZABETH	NON-UNION	RETIREE	90 WOOD HOLLOW CIR	GREER	SOUTH CAROLINA	
MOSES, ROSE A	NON-UNION	RETIREE	8300 E JEFFERSON AVE APT 207	DETROIT	MICHIGAN	48214
OLDENBURG, JOSEPH	NON-UNION	RETIREE	42507 WATERFALL RD	NORTHVILLE	MICHIGAN	48168
PATTERSON, ROSEMARY	NON-UNION	RETIREE	29322 ELMIRA ST	LIVONIA	MICHIGAN	48150
PINKNEY, GERTRUDE	NON-UNION	RETIREE	21778 SHEFFIELD DR	FARMINGTON HILLS	MICHIGAN	4B335
FLUMMER, KIM YVETTE WOOD	NON-UNION	RETIREE	17570 LEGURE ST	DETROIT	MICHIGAN	48235
PRUSS, TIMOTHY L	NON-UNION	RETIREE	23332 EDWARD ST	DEARBORN	MICHIGAN	48128
ROGERS, JEAN	NON-UNION	RETIREE	PO BOX 2573	SOUTHFIELD	MICHIGAN	48037
SCARIS, NICKOS J	NON-UNION	RETIREE	1524 S POINTE DR	LEEBBURG	FLORIDA	34748
SCHWARTZ, BARBARA	NON-UNION	RETIREE	30270 W 12 MILE RD APT 104	FARMINGTON HILLS	MICHIGAN	48334
SHANE, YVETTE L	NON-UNION	RETIREE	22911 THORNCLIFFE ST	SOUTHFIELD	MICHIGAN	48033
SKOWRONSKI, NANCY	NON-UNION	RETIREE	2109 MARLIN PL	THE VILLAGES	FLORIDA	32162
SWIATEK, OLIVE	NON-UNION	RETIREE	4380 10TH ST	ECORSE	MICHIGAN	48229
THOMPSON, CHARLES	NON-UNION	RETIREE	1340 VILLAGE DR APT 15	DETROIT	MICHIGAN	48207
VELA, ARMANDO	NON-UNION	RETIREE	24236 ROSEWOOD AVE	TAYLOR	MICHIGAN	48180
WADGWORTH, BETTY	NON-UNION	RETIREE	27700 MORNINGSIDE PLZ	LATHRUP VILLAGE	MICHIGAN	48076
WALTON, MW	NON-UNION	RETIREE	15390 EGO AVE	EASTPOINTE	MICHIGAN	48021
WARREN, THERESA J	NON-UNION	RETIREE	30159 W 13 MILE RD	FARMINGTON HILLS	MICHIGAN	48334
WARREN, WILLIAM L	NON-UNION	RETIREE	30159 W 13 MILE RD	FARMINGTON HILLS	MICHIGAN	48334
WILLIAMS, DOROTHY JEAN	NON-UNION	RETIREE	4501 WOODWARD AVE APT 500	DETROIT	MICHIGAN	48201
WRIGHT, PAULETTE C	NON-UNION	RETIREE	777 E WOODWARD HTS BLVD	HAZEL PARK	MICHIGAN	48030
	UAW LOCAL 2200 (APL)	ACTIVE				48092
ANYIM, JOEL			30154 DELL LN	WARREN	MICHIGAN	
BATCHELDER, JANET	UAW LOCAL 2200 (APL)	ACTIVE	13020 OAK PARK BLVD	OAK PARK	MICHIGAN	48237
BEAUDOIN, PAULA	UAW LOCAL 2200 (APL)	ACTIVE	39175 PINERIDGE	HARRISON TWP	MICHIGAN	48045
BENFORD, KHAMISI	UAW LOCAL 2200 (APL)	ACTIVE	6777 GREENVIEW	DETROIT	MICHIGAN	48228
BOWDEN, MARK	UAW LOCAL 2200 (APL)	ACTIVE	9317 MONTANA ST	LIVONIA	MICHIGAN	48150
BROOKS, STACY	UAW LOCAL 2200 (APL)	ACTIVE	1017 TRAVOR PLACE	DETROIT	MICHIGAN	48207
BRYSON, MARIA	UAW LOCAL 2200 (APL)	ACTIVE	956 BEACONSFIELD	GROSSE POINTE PARK	MICHIGAN	48230
CARTER, LURINE	UAW LOCAL 2200 (APL)	ACTIVE	18430 FAIRFIELD	DETROIT	MICHIGAN	48221
FLOWERS, ROBBIE	UAW LOCAL 2200 (APL)	ACTIVE	6533 E JEFFERSON #602T	DETROIT	MICHIGAN	48207
GLANCY, KELLEY	UAW LOCAL 2200 (APL)	ACTIVE	21144 VAN ANTWERP ST	HARPER WOODS	MICHIGAN	48225
KORD YEAN, MARY A	UAW LOCAL 2200 (APL)	ACTIVE	4501 CARPENTER	DETROIT	MICHIGAN	46212
KOZAKOWSKI, ENRIQUETA	UAW LOCAL 2200 (APL)	ACTIVE	1595 SOUTH RENAUD RD	GROSSE POINTE WOODS	MICHIGAN	48235
MANTY, DOROTHY	UAW LOCAL 2200 (APL)	ACTIVE	3320 RIVERSIDE DR	CANTON	MICHIGAN	48188
MASSEY, TRACY MARCIA-WEARY	UAW LOCAL 2200 (APL)	ACTIVE	22654 HEBSEL	DETROIT	MICHIGAN	48219
MATTEBON, ANN M	UAW LOCAL 2200 (APL)	ACTIVE	1309 E 4TH ST	ROYAL OAK	MICHIGAN	48007
MCALLISTER, VERNADETTE	UAW LOCAL 2200 (APL)	ACTIVE	38346 CAROLON BLVD	WESTLAND	MICHIGAN	48185
MILLIGAN, MICHAEL S	UAW LOCAL 2200 (APL)	ACTIVE	13901 TEN MILE RD	OAK PARK	MICHIGAN	48237
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#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

	Ľ	IST OF ACTIVE	& RETIRED CLASS MEMBERS	5		
NAME	BARGAINING UNIT	ACTIVE/RETIREE	ADDRESS	CITY	STATE	ZIP
NAIRN, INA SUE	UAW LOCAL 2200 (APL)	ACTIVE	2549 CASMERE	HAMTRAMCK	MICHIGAN	48212
PARKER, BARBARA JO	UAW LOCAL 2200 (APL)	ACTIVE	13878 BROCKINGTON DR	WARREN	MICHIGAN	46086
PEELE, CHRISTINE	UAW LOCAL 2200 (APL)	ACTIVE	41728 WILD TURKEY LANE	CANTON	MICHIGAN	48188
PETRONE, PATRICIA M	UAW LOCAL 2200 (APL)	ACTIVE	23709 BRITTANY	EASTPOINTE	MICHIGAN	46021
SMITH, REGINA BEY	UAW LOCAL 2200 (APL)	ACTIVE	7740 KENNETT SQUARE	WEST BLOOMFIELD	MICHIGAN	48322
STOCKS, ANNETTE M	UAW LOGAL 2200 (APL)	ACTIVE	22941 HAYES	EASTPOINTE	MICHIGAN	46021
STUART, LAURIE	UAW LOCAL 2200 (APL)	ACTIVE	468 CLOVERLY RD	GROSSE POINTE FARMS	MICHIGAN	48236
THOMSON, TERESA	UAW LOCAL 2200 (APL)	ACTIVE	30767 KRAUTER ST APT 12	GARDEN CITY	MICHIGAN	46135
VORTKAMP, MARY JO	UAW LOCAL 2200 (APL)	ACTIVE	57880 ROSELL	NEW HAVEN	MICHIGAN	48048
WILLIAMS, TARISSA	UAW LOCAL 2200 (APL)	ACTIVE	18508 ALBION	DETROIT	MICHIGAN	48234
ALLEN, MARSHA L	UAW LOCAL 2200 (APL)	RETIREE	120 N BROOK ST	ALPENA	MICHIGAN	49707
AUDIA, MARIE C	UAW LOCAL 2200 (APL)	RETIREE	23028 GARY LN	5T CLAIR SHORES	MICHIGAN	48080
BIERSDORF, RUTH FORD	UAW LOCAL 2200 (APL)	RETIREE	18211 SANTA ANN AVE	LATHRUP VILLAGE	MICHIGAN	48076
BONNELLI, ANN E	UAW LOCAL 2200 (APL)	RETIREE	5812 WILLOW GROVE DR	TROY	MICHIGAN	48085
BRIDGES, DARLEAN	UAW LOCAL 2200 (APL)	RETIREE	402 BLUE SPGS	SAN ANTONIA	TEXAS	78260
CARPINO, LINDA M	UAW LOCAL 2200 (APL)	RETIREE	6731 WHITEFORD CENTER RD	LAMBERTVILLE	MICHIGAN	48144
CHAPMAN, ROBERT D	UAW LOCAL 2200 (APL)	RETIREE	15405 LAKESIDE ST	PLYMOUTH	MICHIGAN	48170
	UAW LOCAL 2200 (APL)	RETIREE	5357 TERRA GRANADA DR APT 2B	WALNUT CREEK	CALIFORNIA	94695
CHIN, CELESTE M	• •					
COLE, ANNE	UAW LOCAL 2200 (APL)	RETIREE	2233 MORGAN RUN DR	INTERLOCHEN	MICHIGAN	49543
COMPORT, JEAN L	UAW LOCAL 2200 (APL)	RETIREE	34824 BIRCHGROVE DR APT C	STERLING HTS	MICHIGAN	48312
DEMETRIADE, DANNY	UAW LOCAL 2200 (APL)	RETIREE	PO BOX 09732	DETROIT	MICHIGAN	48209
FERRERO, CAROL B	UAW LOCAL 2200 (APL)	RETIREE	774 W OAKRIDGE ST	FERNDALE	MICHIGAN	48220
FEW, DOROTHY J	UAW LOCAL 2200 (APL)	RETIREE	1048 WILLOW GROVE CT	ROCHESTER HILLS	MICHIGAN	48307
FRENETTE, GERALDINE	UAW LOCAL 2200 (APL)	RETIREE	13950 BEATRICE ST	LIVONIA	MICHIGAN	48154
GAHMAN, TERENCE T	UAW LOCAL 2200 (APL)	RETIREE	22634 BROOKFOREST	NOVI	MICHIGAN	46375
GARTLAND, JOAN W	UAW LOCAL 2200 (APL)	RETIREE	2251 WAUBURN RD	ROCHESTER HILLS	MICHIGAN	46309
GIBSON, JOHN	UAW LOCAL 2200 (APL)	RETIREE	1074 LAKEPOINTE ST	GROSSE POINTE PARK	MICHIGAN	4B230
GILMAN, GAIL	UAW LOCAL 2200 (APL)	RETIREE	13151 ELGIN AVE	HUNTINGTON WDS	MICHIGAN	48070
GORDON, ANN R	UAW LOCAL 2200 (APL)	RETIREE	1161 ELFORD CT	GROSSE POINTE	MICHIGAN	46236
GRANTZ, RONALD S	UAW LOCAL 2200 (APL)	RETIREE	1168 SILVER LAKE DR	SACRAMENTO	CALIFORNIA	95831
HAMMOND, MARGARET A	UAW LOCAL 2200 (APL)	RETIREE	5501 HATCHERY RD APT 3015	WATERFORD	MICHIGAN	48329
HARRISON, CAROL	UAW LOCAL 2200 (APL)	RETIREE	1625 MEADOWLARK LN	GUNNYVALE	CALIFORNIA	94087
HENDRICK, JANET L	UAW LOCAL 2200 (APL)	RETIREE	1229 14TH CIR SE	LARGO	FLORIDA	33771
HOOGSTRA, JAMES	UAW LOCAL 2200 (APL)	RETIREE	1254 ALAMEDA BLVD	TROY	MICHIGAN	48084
JOHNGON, JOANNE M	UAW LOCAL 2200 (APL)	RETIREE	9444 CAMLEY ST	DETROIT	MICHIGAN	48224
JONES, CONSTANCE	UAW LOCAL 2200 (APL)	RETIREE	702 MOORLAND DR	GROSSE POINTE WOODS	MICHIGAN	48236
JOSEPH, MARGARET	UAW LOCAL 2200 (APL)	RETIREE	25800 W 11 MILE RD APT 419	SOUTHFIELD	MICHIGAN	48034
KACZMAREK, PAULA	UAW LOCAL 2200 (APL)	RETIREE	2610 BELMONT ST	HAMTRAMCK	MICHIGAN	48212
KALKANIS, AGATHA PFEIFFER	UAW LOCAL 2200 (APL)	RETIREE	13950 BEATRICE ST	LIVONIA	MICHIGAN	48154
KYPROS, CALIOPE	UAW LOCAL 2200 (APL)	RETIREE	1769 HAMPTON RD	GROSSE POINTE WOODS	MICHIGAN	48236
LARSON, GRACE	UAW LOCAL 2200 (APL)	RETIREE	3359 PINE GT	ORCHARD LAKE	MICHIGAN	48324
	UAW LOCAL 2200 (APL)	RETIREE	870 LAKEFRONT DR	SACRAMENTO	CALIFORNIA	95831
MA, HELEN MAAS, NORMAN L	UAW LOCAL 2200 (APL)	RETIREE	6247 BRIDLE WAY	NORFOLK	VIRGINIA	23518
	UAW LOCAL 2200 (APL)	RETIREE	5499 ASHFORD CT	SHELBY TWP	MICHIGAN	48316
MACIEWJEWSKI, R		RETIREE		DETROIT	MICHIGAN	48214
MARTIN, BARBARA E	UAW LOCAL 2200 (APL)	RETIREE	4810 CRANE ST	SAULT SAINTE MARIE		49783
MILLER, KENNETH B JR	UAW LOCAL 2200 (APL)		605 E SPRUCE ST		MICHIGAN	
MORELAND, CYNTHIA	UAW LOCAL 2200 (APL)	RETIREE	50 DRY HILL LN	RUSTBURG	VIRGINIA	24588
MYERS, GENE L	UAW LOCAL 2200 (APL)	RETIREE	9825 BROOKFIELD ST		MICHIGAN	48150
ORANGE, GAIL A	UAW LOCAL 2200 (APL)	RETIREE	4545 CLAWSON TANK DR STE 100	CLARKSTON	MICHIGAN	48346
POREMBA, DAVID	UAW LOCAL 2200 (APL)	RETIREE	14314 RED CARDINAL CT	WINDEMERE	FLORIDA	34786
POWELL, ANDREA G	UAW LOCAL 2209 (AFL)	RETIREE	213 JULIET CIR	CARY	NORTH CAROLINA	27513
QUIRK, MARILYN O	UAW LOCAL 2200 (APL)	RETIREE	3500 W JEFFERSON AVE TRLR 37	TRENTON	MICHIGAN	48163
REEVES, SHIRLEY M	UAW LOCAL 2208 (APL)	RETIREE	573 PEMBERTON RD	GROSSE POINTE PARK	MICHIGAN	48230
RUSSELL, RHONDA A	UAW LOCAL 2200 (APL)	RETIREE	30228 SOUTHFIELD RD APT 266	SOUTHFIELD	MICHIGAN	48076
SANDULA, MARGARETTA	UAW LOCAL 2200 (APL)	RETIREE	19411 COOPER ST	CLINTON TWP	MICHIGAN	48038
SAUER, DENNIS	UAW LOCAL 2200 (APL)	RETIREE	2414 TATUM TER	THE VILLAGES	FLORIDA	32162
SELLERS-NGOM, SHERRY A	UAW LOCAL 2200 (APL)	RETIREE	2733 E LARNED ST	DETROIT	MICHIGAN	48207
SIMMONS, ELLEN M	UAW LOCAL 2200 (APL)	RETIREE	2028 HAZEL AVE	WIXOM	MICHIGAN	48383
STOBBE, PATRICIA	UAW LOCAL 2200 (APL)	RETIREE	6784 EROOKESHIRE DR	WEST BLOOMFIELD	MICHIGAN	48322
THERO, MARY E	UAW LOCAL 2200 (APL)	RETIREE	3950 SCENIC RDG APT 225	TRAVERSE CITY	MICHIGAN	49584
TONG, JAMES J	UAW LOCAL 2200 (APL)	RETIREE	1628 LARKMOORE BLVD	BERKLEY	MICHIGAN	48072
TSAI, FU MEI	UAW LOCAL 2200 (APL)	RETIREE	29144 CREEK BEND DR	FARMINGTON HILLS	MICHIGAN	46331
UICKER, KATHERINE	UAW LOCAL 2200 (APL)	RETIREE	12843 BERWYN	DETROIT	MICHIGAN	48239
VANBRANDEGHEN, RITA E	UAW LOCAL 2200 (APL)	RETIREE	3142 GARDNER AVE	BERKLEY	MICHIGAN	48072
VANGORDEN, NOEL S	UAW LOCAL 2200 (APL)	RETIREE	4824 HADDINGTON DR	BLOOMFIELD HILLS	MICHIGAN	48304
WATKINS, JUDITH	UAW LOCAL 2200 (APL)	RETIREE	1000 TREVOR PL	DETROIT	MICHIGAN	48207
WELLS, MICHAEL	UAW LOCAL 2200 (APL)	RETIREE	100 ATKINSON ST	DETROIT	MICHIGAN	46202
WELSING, CONRAD J	UAW LOCAL 2200 (APL)	RETIREE	414 HIGH ST	BELLEVILLE	MICHIGAN	48111
WHITSON, JANET BELL	UAW LOCAL 2200 (APL)	RETIREE	24260 E DEBORAH	REDFORD	MICHIGAN	48239
WILLIAMS, PATRICIA A	UAW LOCAL 2200 (APL)	RETIREE	25742 JENNIFER	REDFORD	MICHIGAN	4B239
WILSON, EMMY L	UAW LOCAL 2200 (APL)	RETIREE	5203 CHRYSLER DR APT 202	DETROIT	MICHIGAN	48202
WYATT, KENNETH J	UAW LOCAL 2200 (APL)	RETIREE	14816 RIVERSIDE ST	LIVONIA	MICHIGAN	48154
YOUNG, WALTER E	UAW LOCAL 2200 (APL)	RETIREE	PO BOX 857	HAMBURG	MICHIGAN	48139
ZARYCZNY, THEODORA	UAW LOCAL 2200 (APL)	RETIREE	66 MUIRFIELD DR	BLUFFINGTON	SOUTH CAROLINA	29909
ANDREWS, MICHELE	UAW LOCAL 2200 (POOL)	ACTIVE	19980 OLD HOMESTEAD	HARPER WOODS	MICHIGAN	48225
BAKER, VICKIE	UAW LOCAL 2200 (POOL)	ACTIVE	6658 TOWNSEND	DETROIT	MICHIGAN	48213
BIALIC, SANDRA	UAW LOCAL 2200 (POOL)	ACTIVE	4109 ANGELINE DR	STERLING HEIGHTS	MICHIGAN	48310
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#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

	<u>L</u>	IST OF ACTIVE	& RETIRED CLASS MEMBERS			
NAME	BARGAINING UNIT	ACTIVE/RETIREE	ADDRESS	CITY	STATE	ZIP
CHAPMAN-MILLS, TANECA	UAW LOCAL 2200 (POOL)	ACTIVE	9550 MERCEDES	REDFORD	MICHIGAN	48239
CHERUP,NADYA	UAW LOCAL 2200 (POOL)	ACTIVE	2187 LONDON BRIDGE DR	ROCHESTER HILLS	MICHIGAN	48307
CODPER, KALANA	UAW LOCAL 2200 (POOL)	ACTIVE	3294 LESLIE	DETROIT	MICHIGAN	48236
CORE, KAREN	UAW LOCAL 2200 (POOL)	ACTIVE	2400 HYLAND ST	FERNDALE	MICHIGAN	48220
DANDRIDGE, PATRICIA	UAW LOCAL 2200 (POOL)	ACTIVE	15881 BILTMORE	DETROIT	MICHIGAN	48227
DOTSON, REX	UAW LOCAL 2200 (POOL)	ACTIVE	509 LLOYD	ROYAL OAK	MICHIGAN	48073
DU PREE, TONYA	UAW LOCAL 2200 (POOL)	ACTIVE	3890 W OUTER DR.	DETROIT	MICHIGAN	48221
DYE, JENNIFER	UAW LOCAL 2200 (POOL)	ACTIVE	20491 OLYMPIA	REDFORD	MICHIGAN	48240
-	UAW LOCAL 2200 (POOL)	ACTIVE	25933 JOANN SMITH DR	WARREN	MICHIGAN	48091
EURICH, DAWN		ACTIVE	5242 BRETT COURT	WEST BLOOMFIELD	MICHIGAN	48322
FORNELL, JULIANNE	UAW LOCAL 2200 (POOL)					46205
GOSS, QUMISHA	UAW LOCAL 2200 (POOL)	ACTIVE	13901 HOUSTON WHITTIER	DETROIT	MICHIGAN	
HARLIAN, AMISHA	UAW LOCAL 2200 (POOL)	ACTIVE	17841 PATTON	DETROIT	MICHIGAN	48219
HART, PEGGY A	UAW LOCAL 2200 (POOL)	ACTIVE	66 HALL PLACE	GROSSE POINTE FARMS	MICHIGAN	46230
HAWKINS, SIANEE BEYAN	UAW LOCAL 2200 (POOL)	ACTIVE	14900 MARK TWAIN	DETROIT	MICHIGAN	46227
HENDERSON, GALE	UAW LOCAL 2200 (POOL)	ACTIVE	1438 WITMIRE	YPSILANTI	MICHIGAN	48197
HURST, PATRICIA	UAW LOCAL 2200 (POOL)	ACTIVE	16311 CANTERBURY CT	MACOMB TWP	MICHIGAN	46044
HYLAND, CHARLENE	UAW LOCAL 2200 (POOL)	ACTIVE	522 PINE	WYANDOTTE	MICHIGAN	46102
JACOBSEN, AARON	UAW LOCAL 2200 (POOL)	ACTIVE	27161 YORKSHIRE SQUARE 203	DEARBORN HEIGHTS	MICHIGAN	48127
JOHNSON, KATHRYN P	UAW LOCAL 2200 (POOL)	ACTIVE	16600 CHAREST	DETROIT	MICHIGAN	48234
KUBITZ, LUCINDA	UAW LOCAL 2200 (POOL)	ACTIVE	30691 GRAND RIVER APT. 17	FARMINGTON HILLS	MICHIGAN	48336
LOCKE, ROMONDO	UAW LOCAL 2200 (POOL)	ACTIVE	226 MT. ELLIOTT #340	DETROIT	MICHIGAN	48207
LOTHARP, ANNETTE	UAW LOCAL 2200 (POOL)	ACTIVE	45471 BROOKVIEW DR	VAN BUREN TWP	MICHIGAN	48111
MANION, THOMAS A	UAW LOCAL 2200 (POOL)	ACTIVE	2318 NORTH CONNECTICUT	ROYAL OAK	MICHIGAN	48073
MANNINO, JOANN	UAW LOCAL 2200 (POOL)	ACTIVE	22108 FRANCIS ST	ST CLAIR SHORES	MICHIGAN	48082
MASASABI, MARY	UAW LOCAL 2200 (POOL)	ACTIVE	14520 PEARSON	OAK PARK	MICHIGAN	48237
MCINTOSH, KAREN M	UAW LOCAL 2200 (PDOL)	ACTIVE	27859 FARMINGTON RD	FARMINGTON HILLS	MICHIGAN	48334
MCNAMARA, RODD MICKAEL	UAW LOCAL 2200 (POOL)	ACTIVE	2D45 EDGEMORE AVE	WINDSOR, ONTARIO	CANADA	N9H 2J7
	DAW LOCAL 2200 (POOL)	ACTIVE	13031 EVANSTON	DETROIT	MICHIGAN	46213
MIDDLEBROOKS, JOYCE						48124
MINOR, ROMIE	LIAW LOCAL 2200 (POOL)	ACTIVE	3540 PARKER ST	DEARBORN	MICHIGAN	
MORTON, ROGER A	UAW LOCAL 2200 (POOL)	ACTIVE	40024 STEEL DR	STERLING HEIGHTS	MICHIGAN	46310
NARAGON, BARBARA L	UAW LOCAL 2200 (POOL)	ACTIVE	7606 ISLAND BLVD	GROSSE ILE	MICHIGAN	48138
OGAN, ELIZABETH	UAW LOCAL 2200 (POOL)	ACTIVE	397 MOY AVENUE	WINDSOR, ONTARIO	CANADA	N9A 2N1
OLDANI-CARUSO, GENEVIEVE	UAW LOCAL 2200 (POOL)	ACTIVE	624 ROSLYN	GROSSE POINTE WOODS	MICHIGAN	48236
O'REILLY, DOMINIQUE	UAW LOCAL 2200 (POOL)	ACTIVE	900 LAPRAIRIE ST #206	FERNDALE	MICHIGAN	48220
ORTIZ, MARGARITA ROSA	UAW LOCAL 2200 (POOL)	ACTIVE	28640 ASPEN	WARREN	MICHIGAN	48093
OWENS, JOYCE	UAW LOCAL 2200 (POOL)	ACTIVE	21149 GREENVIEW RD	SOUTHFIELD	MICHIGAN	48075
POSKE, JO ANN M	UAW LOCAL 2200 (POOL)	ACTIVE	6551 EVERGREEN	DETROIT	MICHIGAN	48226
PYCIAK, MICHAEL	UAW LOCAL 2200 (PODL)	ACTIVE	23401 CROSSLEY AVE	HAZEL PARK	MICHIGAN	46030
RANKIN-GRAMS, KATHERINE A	UAW LOCAL 2200 (POOL)	ACTIVE	520 LAKEPOINTE	GROSSE POINTE PARK	MICHIGAN	46230
RECZEK, CARLA J	UAW LOCAL 2200 (POOL)	ACTIVE	8847 KENBERTON DR	OAK PARK	MICHIGAN	48237
REED, GLORIA D	UAW LOCAL 2200 (POOL)	ACTIVE	19985 TRACEY	DETROIT	MICHIGAN	48235
RIHANI, CAROLE	UAW LOCAL 2200 (POOL)	ACTIVE	559 W CAMBOURNE	FERNDALE	MICHIGAN	48220
SOMMERS, CULLY	UAW 1.0CAL 2200 (POOL)	ACTIVE	535 ARDMORE	FERNDALE	MICHIGAN	48220
STENGER, PHILIP	UAW LOCAL 2209 (POOL)	ACTIVE	8847 KENBERTON DR	DAK PARK	MICHIGAN	48237
SULLEN, JACKALU	UAW LOCAL 2200 (POOL)	ACTIVE	24644 MADISON CT #225	FARMINGTON HILLS	MICHIGAN	48335
	UAW LOCAL 2200 (POOL)	ACTIVE	8416 GLENDALE DR	YPSILANTI	MICHIGAN	48190
TAYLOR, SUSAN B		ACTIVE	24544 RENSSELAER	DAK PARK	MICHIGAN	48237
THOMSON, EMILY K	UAW LOCAL 2200 (POOL)					48221
VLAHOVICH, SHARON M	UAW LOCAL 2200 (POOL)	AGTIVE	17343 WARRINGTON	DETROIT	MICHIGAN	
WALKER, PATRICIA	UAW LOCAL 2200 (POOL)	ACTIVE	4858 YORKSHIRE	DETROIT	MICHIGAN	48224
WATKINS, HEIDI	UAW LOCAL 2200 (POOL)	ACTIVE	29319 LAUREL DR	FARMINGTON HILLS	MICHIGAN	48331
ABDOO, ANN R	UAW LOCAL 2200 (POOL)	RETIREE	17423 FRANCAVILLA DR	LIVONIA	MICHIGAN	48152
AMEJKA, SUSAN	UAW LOCAL 2209 (POOL)	RETIREE	9816 DEQUINDRE ST	HAMTRAMCK	MICHIGAN	48212
BARTON, RUTH M	UAW LOCAL 2200 (POOL)	RETIREE	26600 SCHOOLCRAFT APT 311	REDFORD	MICHIGAN	48239
BEHLING, ELAINE	UAW LOCAL 2200 (POOL)	RETIREE	7831 E BAKER ST	TUCSON	ARIZONA	85710
BELL-ABBOTT, KAREN	UAW LOCAL 2200 (POOL)	RETIREE	22725 RIDGEWAY ST	ST CLAIR SHORES	MICHIGAN	45080
BENNETT, MERTIS S	UAW LOCAL 2200 (POOL)	RETIREE	26525 MONTICELLO ST	INKSTER	MICHIGAN	48141
BOLOURCHI, PARVIN	UAW LOCAL 2200 (POOL)	RETIREE	8515 DUNSMERE DR	AUSTIN	TEXAS	76749
BOTHIC, JUANITA	UAW LOCAL 2200 (POOL)	RETIREE	19350 HARTWELL ST	DETROIT	MICHIGAN	48235
BRAID, ANN H	UAW LOCAL 2200 (POOL)	RETIREE	30382 WICKLOW RD	FARMINGTON HILLS	MICHIGAN	48334
BRAND, JOAN	UAW LOCAL 2200 (POOL)	RETIREE	30173 W 13 MILE RD APT A	FARMINGTON HILLS	MICHIGAN	48334
BREWER, ROBERT A	UAW LOCAL 2200 (POOL)	RETIREE	85 MCLEAN 6T	HIGHLAND PARK	MICHIGAN	48203
BROWN, MICHAELINA	UAW LOCAL 2200 (POOL)	RETIREE	11422 DUNLAVY LN	WHITMORE LAKE	MICHIGAN	48189
CALLAGHAN, MARY H	UAW LOCAL 2200 (POOL)	RETIREE	666 LAKEVIEW AVE	BIRMINGHAM	MICHIGAN	48009
CALLAHAN, JOSEPH	UAW LOCAL 2200 (POOL)	RETIREE	19065 LISTER AVE	EASTPOINTE	MICHIGAN	48021
CHARLES, BERNADETTE	UAW LOCAL 2200 (POOL)	RETIREE	500 RIVER PLACE APT 5137	DETROIT	MICHIGAN	46207
CHESLOCK, ELIZABETH A	UAW LOCAL 2200 (POOL)	RETIREE	20045 BRIARCLIFF RD	DETROIT	MICHIGAN	48221
CHEGNEY, ROSEMARY	UAW LOCAL 2200 (POOL)	RETIREE	20401 LUNA ST	CLINTON TWP	MICHIGAN	48035
CONDER, EVANGELINE	UAW LOCAL 2200 (POOL)	RETIREE	3391 EAGLE DR	TROY	MICHIGAN	48063
CUNNINGHAM, KATHLEEN	UAW LOCAL 2200 (POOL)	RETIREE	2036 BUCKINGHAM AVE	BERKLEY	MICHIGAN	48072
	• • • •		B710 CAMERON ST UNIT 227	BILVER SPRING	MARYLAND	20910
CURVEY-BROWN, LINDA	UAW LOCAL 2200 (POOL)	RETIREE				
DABROWSKI, JERZY	UAW LOCAL 2200 (POOL)	RETIREE	2977 EVALINE ST	DETROIT	MICHIGAN	48212
DIPIAZZA, ANNA	UAW LOCAL 2200 (POOL)	RETIREE	8202 HIGHVIEW DR APT 149	MADISON	WISCONSIN	53719
ESPAR, SADIE	UAW LOCAL 2200 (POOL)	RETIREE	899 E CHARLESTON RD APT M106	PALO ALTO	CALIFORNIA	94303 49459
FLORES, JOSEPHINE	UAW LOCAL 2200 (POOL)	RETIREE	18560 SHADYGIDE ST	LIVONIA	MICHIGAN	48152
FOSTER, EMMA M	DAW LOCAL 2200 (POOL)	RETIREE	510 AURORA ST	HOUSTON	TEXAS	7700B
FRIEND, JANICE M	UAW LOCAL 2200 (POOL)	RETIREE	25265 HUNTER LN	FLAT ROCK	MICHIGAN	48134
GAHMAN, MARILENA	UAW LOCAL 2200 (POOL)	RETIREE	142 N TILDEN AVE	WATERFORD	MICHIGAN	48328
GARZA, MARGARET W	UAW LOCAL 2200 (POOL)		4127 MARK ORR RD	ROYALOAK		
GARZA, MARGARET W 13-538	346-tjt Doc 110	227-2 FI	led 11/07/16 Ente	red 11/07/16 1	.1.51.02	Page 8 of 35
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#### LIST OF ACTIVE & RETIRED CLASS MEMBERS

		LIST OF ACTIVE &	RETIRED CLASS MEMBERS			
NAME	BARGAINING UNIT	ACTIVE/RETIREE	ADDRESS	CITY	STATE	
GAY, CHERI L	VAW LOCAL 2200 (POOL)	RETIREE	450 E BRECKENRIDGE ST	FERNDALE	MICHIGAN	
GOSSMAN, MARTHA J	UAW LOCAL 2200 (POOL)	RETIREE	4354 LYNDALE AVE S	MINNEAPOLIS	MINNESOTA	
GRODECKI, PATRICIA	UAW LOCAL 2200 (POOL)	RETIREE	38748 GLENMAR LN	HARRISON TWP	MICHIGAN	
GRYLLS, NANCY L	UAW LOCAL 2200 (POOL)	RETIREE	897 UNIVERSITY PL	GROSSE POINTE	MICHIGAN	
GULEWICH, PETER J	UAW LOCAL 2200 (POOL)	RETIREE	2870 RIVERSIDE DR APT 2	TRENTON	MICHIGAN	
HAMMOND, SANDRA	UAW LOCAL 2200 (POOL)	RETIREE	1171 LINCOLN AVE	LINCOLN PARK	MICHIGAN	
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HINDLEY, MARGARET ZINN	UAW LOCAL 2200 (POOL)	RETIREE	3277 SPRUCE RD	WOODLAND PARK	COLORADO	
HOUSE, CAROLE E	UAW LOCAL 2200 (POOL)	RETIREE	1415 PARKER ST APT 656	DETROIT	MICHIGAN	
HOWARD, DENISE 8	UAW LOCAL 2200 (POOL)	RETIREE	11945 BUFFALO ST	HAMTRAMCK	MICHIGAN	
HUNTER, DOLOREZ A	UAW LOCAL 2200 (POOL)	· RETIREE	2400 W PLEASANT RUN RD APT 119	LANCASTER	TEXAS	
KAMINSKI, MARGARET	UAW LOCAL 2200 (POOL)	RETIREE	22333 HANSON CT	ST CLAIR SHORES	MICHIGAN	
KEINATH, JANET	UAW LOCAL 2200 (POOL)	RETIREE	55 WILSHIRE DR	FRANKENMUTH	MICHIGAN	
KNES, MICHAEL E	UAW LOCAL 2200 (POOL)	RETIREE	13230 FOREST PARK DR	GRAND HAVEN	MICHIGAN	
KNIFFEL LEONARD J	UAW LOCAL 2200 (PODL)	RETIREE	2743 N GREENVIEW AVE	CHICAGO	illinois	
KOH, OKSANG	UAW LOCAL 2200 (PODL)	RETIREE	6782 NORTHFIELD PKWY	TROY	MICHIGAN	
KOLAR, PATRICK	UAW LOCAL 2200 (POOL)	RETIREE	827 N MANSFIELD ST	YPSILANTI	MICHIGAN	
LABOLLE, ROSE	UAW LOCAL 2200 (POOL)	RETIREE	1927 EL DORADO PL	DAVIS	CALIFORNIA	
LAHY, CHRISTINA B	UAW LOCAL 2200 (POOL)	RETIREE	1455 SUPERIOR AVE APT 184	NEWPORT BEACH	CALIFORNIA	
LESSE, MARILYN	UAW LOCAL 2200 (POOL)	RETIREE	24111 CIVIC CENTER DR APT 218	SOUTHFIELD	MICHIGAN	
LEVENSEN, SYBIL	UAW LOCAL 2200 (POOL)	RETIREE	24500 CUSTIS ST	SOUTHFIELD	MICHIGAN	
LOUIE, BARBARA	UAW LOCAL 2200 (POOL)	RETIREE	820 SPRING DR	NORTHVILLE	MICHIGAN	
LOUIE, MING A	DAW LOCAL 2200 (POOL)	RETIREE	820 SPRING DR	NORTHVILLE	MICHIGAN	
MANIKOWSKI, RICHARD	UAW LOCAL 2200 (POOL)	RETIREE	4273 CROOKE RD APT 8	ROYAL OAK	MICHIGAN	
MCKENNA, MARIE C	UAW LOCAL 2200 (POOL)	RETIREE	29722 REMINGTON DR N	CHESTERFIELD	MICHIGAN	
MIDDLETON, DORI	UAW LOCAL 2200 (POOL)	RETIREE	961 ALBERTA ST	FERNDALE	MICHIGAN	
MILLS, JOHN	UAW LOCAL 2200 (POOL)	RETIREE	PD BOX 312590	DETROIT	MICHIGAN	
MIRIC, GORDONA	UAW LOCAL 2200 (POOL)	RETIREE	24704 STAR VALLEY DR	ST CLAIR SHORES	MICHIGAN	
MULDER, LINDA	UAW LOCAL 2200 (POOL)	RETIREE	21641 KILRUSH DR	NORTHVILLE	MICHIGAN	
MULFORD THOMAS W	UAW LOCAL 2200 (POOL)	RETIREE	37892 AMBER DR	FARMINGTON HILLS	MICHIGAN	
NAGLER, RICHARD A	UAW LOCAL 2200 (POOL)	RETIREE	25933 GOLD BEACH DR SW	VASHON	WASHINGTON	
NATT, ELMA	UAW LOCAL 2200 (POOL)	RETIREE	23115 ORLEANS PL APT 111	SOUTHFIELD	MICHIGAN	
NEAL, DANIEL C	UAW LOCAL 2200 (POOL)	RETIREE	14415 ABINGTON AVE	DETROIT	MICHIGAN	
NELSON, M JANET	UAW LOCAL 2200 (POOL)	RETIREE	650 TRINWAY DR	TROY	MICHIGAN	
OBIANWU, VERONICA	UAW LOCAL 2208 (POOL)	RETIREE	1312 BERKSHIRE RD			
OPOKA, DONNA M	UAW LOCAL 2200 (POOL)			GROSSE POINTE PARK	MICHIGAN	
PARENT, LEONARD E	UAW LOCAL 2200 (POOL)	RETIREE	4327 BUCKINGHAM RD	ROYAL OAK	MICHIGAN	
	· · ·	RETIREE	1170 N FEDERAL HWY APT 909	FT LAUDERDALE	FLORIDA	
PERZYK, ROBERT J	UAW LOCAL 2200 (POOL)	RETIREE	57584 APPLE CREEK DR	WASHINGTON	MICHIGAN	
PETERSON, CHARLOTTE M	UAW LOCAL 2200 (POOL)	RETIREE	7754 AMBOY ST	DEARBORN HEIGHTS	MICHIGAN	
POTVIN, TERRENCE J	UAW LOCAL 2200 (POOL)	RETIREE	25247 CHAPELWEIGH DR	FARMINGTON HILLS	MICHIGAN	
RODGERS, MARIAN	UAW LOCAL 2200 (POOL)	RETIREE	28025 GLADSTONE ST	ST CLAIR SHORES	MICHIGAN	
ROWIN, HELEN A	UAW LOCAL 2200 (POOL)	RETIREE	29260 FRANKLIN RD APT 617	SOUTHFIELD	MICHIGAN	
SALATHIEL, JEANNE	UAW LOCAL 2200 (POOL)	RETIREE	235 CHARLEVOIX AVE	GROSSE POINTE FARMS	MICHIGAN	
SEECHARAN, BONITA	UAW LOCAL 2200 (POOL)	RETIREE	11840 NW 39TH PL	SUNRISE	FLORIDA	
SHELBERG, SANDRA	UAW LOCAL 2200 (POOL)	RETIREE	4620 LEAFDALE AVE APT 6	ROYAL OAK	MICHIGAN	
SLAZINSKI, MARY ANN	UAW LOCAL 2200 (POOL)	RETIREE	16624 COUNTRY KNOLL DR	NORTHVILLE	MICHIGAN	
SMITH, ISABELLE	UAW LOCAL 2200 (POOL)	RETIREE	348 HAUSER BLVD APT 220	LOS ANGELES	CALIFORNIA	
SOLOMON, EDWARD	UAW LOCAL 2200 (POOL)	RETIREE	14620 LUDLOW ST	OAK PARK	MICHIGAN	
STEFANO, LILLIAN	UAW LOCAL 2200 (POOL)	RETIREE	37634 EVERGREEN DR	STERLING HTS	MICHIGAN	
SULLIVAN, EILEEN C	UAW LOCAL 2200 (FOOL)	RETIREE	22407 CORTEVILLE ST	ST CLAIR SHORES	MICHIGAN	
THOMPSON, BARBARA	UAW LOCAL 2200 (PDOL)	RETIREE	1340 VILLAGE DR APT 15	DETROIT	MICHIGAN	
TOENJES, HENRY W	UAW LOCAL 2200 (PDOL)	RETIREE	20148 WEDGEWOOD DR	GROSSE POINTE WOODS	MICHIGAN	
TRUE, HELEN	UAW LOCAL 2200 (POOL)	RETIREE	11539 FARMINGTON RD APT 87	LIVONIA	MICHIGAN	
TURNER, SYLVIA	UAW LOCAL 2200 (POOL)	RETIREE	18668 SAINT MARYS ST	DETROIT	MICHIGAN	
VANGORDEN, HARRY F	UAW LOCAL 2200 (POOL)	RETIREE	4824 HADDINGTON DR	BLOOMFIELD HILLS	MICHIGAN	
WAGNER, JANUARY	UAW LOCAL 2200 (POOL)	RETIREE	555 CHERRY ST	WYANDOTTE	MICHIGAN	
WELLS, FLORENCE M	UAW LOCAL 2200 (POOL)	RETIREE	430 S MAIN ST APT 84	VASSAR	MICHIGAN	
WHITE, PATRICIA	UAW LOCAL 2200 (POOL)	RETIREE	8237 RANDY DR	WESTLAND	MICHIGAN	
WISCHMEYER, CAROL A	UAW LOCAL 2200 (POOL)	RETIREE	152 LAC KINE DR	ROCHESTER	NEW YORK	
WOODFORD, MARGARET	UAW LOCAL 2200 (POOL)	RETIREE	639 RIVARD BLVD	GROSSE POINTE	MICHIGAN	
WRIGHT, CONJA	UAW LOCAL 2200 (POOL)	RETIREE	14510 ARTESIAN ST	DETROIT	MICHIGAN	
Y, JULIE HO	UAW LOCAL 2200 (POOL)	RETIREE	3810 MANCHESTER CT	BLOOMFIELD HILLS	MICHIGAN	
YAGELO, KATHLEEN A	UAW LOCAL 2200 (POOL)	RETIREE	821 DUNCAN ST	ANN ARBOR	MICHIGAN	
YASENCHAK, KATHLEEN	UAW LOCAL 2209 (POOL)	RETIREE	4917 JACKSON ST	DEARBORN HTS	MICHIGAN	
ZELLER, KAREN S	UAW LOCAL 2200 (POOL)	RETIREE	3368 LAMP POST LN	TRAVERSE CITY	MICHIGAN	
BEAN, JOHN	UAW LOCAL 2200 (STU)	ACTIVE	ONE LAFAYETTE PLA 1511	DETROIT	MICHIGAN	
BROOKS, KEITH	UAW LOCAL 2200 (STU)	ACTIVE	18685 MURRAY HILL	DETROIT	MICHIGAN	
FLAKE, JOSEPH	UAW LOCAL 2200 (STU)	ACTIVE	22114 FRANCIS	ST CLAIR SHORES	MICHIGAN	
MASSEY, GLEN	UAW LOCAL 2200 (STU)	ACTIVE	47064 MCBRIDE AVE	BELLEVILLE	MICHIGAN	
MCDERMOTT, MICHAEL	UAW LOCAL 2200 (STU)	ACTIVE	4834 N, MILFORD RD	HIGHLAND	MICHIGAN	
RYSZTAK, MARVIN J	UAW LOCAL 2200 (STU)	ACTIVE	28483 KINGSBERRY	CHESTERFIELD	MICHIGAN	
SOWINSKI, RICHARD	UAW LOCAL 2200 (STU)	ACTIVE	51326 MURRAY HILL	CANTON	MICHIGAN	
DAVIS, DOSSIE	UAW LOCAL 2200 (STU)	RETIREE	3414 HERITAGE PKWY	DEAREORN	MICHIGAN	
FRAHM, RICHARD V	UAW LOCAL 2200 (STU)	RETIREE	25551 SUN SAIL CT	HARRISON TWP	MICHIGAN	
PAPAGA, DANIEL	UAW LOCAL 2200 (STU)	RETIREE	39764 SCHROEDER DR			
WIMBLEY, THOMAS	UAW LOCAL 2200 (STU)	RETIREE	5048 LARCHMONT ST	CLINTON TWP	MICHIGAN	
remoter, resulte	ante poort courto (o 10)	NE TINEE	See Externion 1 Bt	DETROIT	MICHIGAN	

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## **EXHIBIT 2**

## to

# **Settlement Agreement**

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### STATE OF MICHIGAN

#### IN THE WAYNE COUNTY CIRCUIT COURT

## DETROIT PUBLIC LIBRARY COMMISSION and DETROIT PUBLIC LIBRARY,

Plaintiffs,

Case No. 15-006495-CL

v.

Hon. Leslie Kim Smith

INTERNATIONAL UNION, UNITED AUTO WORKERS; UNITED AUTO WORKERS LOCAL 2200; MICHIGAN COUNCIL 25, LOCAL UNIONS 1231 and 1259, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL **EMPLOYEES, AFL-CIO:** INTERNATIONAL UNION OF **OPERATING ENGINEERS, LOCAL 324:** MICHAEL WELLS, MARILYN OUIRK. LAURIE STUART, BEATRICE MANSON, **GWENDOLYN BEASLEY, DORTHA** SIMPSON, RONALD BRYANT, KATRINA KELLY, CHRISTOPHER EMBRY, KATHRYN KENGEL, CLEDOS POWELL, and ROSEMARY PATTERSON (individually, and as representatives of a requested class of all similarly situated persons),

Defendants.

## ORDER CERTIFYING CLASS, DISMISSING LAWSUIT, AND ENTERING FINAL JUDGMENT

At a session of said Court held in the Wayne County Circuit Court, City of Detroit, State of Michigan on:

PRESENT: HON.

Honorable Leslie Kim Smith

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This matter came before the Court on Plaintiffs' Motion for Class Certification and for approval of the Settlement Agreement dated July 1, 2016.<sup>1</sup> Under MCR 3.501(A) & (E), the Parties have asked this Court to certify the class action and approve the Settlement Agreement. The Court, having held a fairness hearing and having considered the Settlement Agreement and its exhibits, all papers filed and proceedings held, and being otherwise fully advised of the premises, certifies this case as a class action and APPROVES of the class settlement and Settlement Agreement.

IT IS HEREBY ORDERED that:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this litigation, including all Class Members.

2. The Court finds that requirements for a class action under MCR 3.501(A) have been satisfied according to the following:

- a. There are approximately 640 Class Members. The Class is so numerous that joinder of all Class Members is impracticable.
- b. There are questions of law and fact common to the Class with respect to the claims and relief sought. Specifically, the common questions include whether Plaintiffs violated collective bargaining agreements, Michigan's Public Employment Relations Act, the Michigan Constitution, or any other law by failing to provide the subject benefits without modification.
- c. The claims or defenses of the Class Representatives are typical of the claims and defenses of the Class Members with respect to the claims and relief sought by the Class Action Litigation.
- d. The Class Representatives are adequate to assert and to fairly protect the interests of the Class Members.
- e. The prosecution of separate actions by or against individual Class Members would create a risk of inconsistent and varying adjudications with respect to individual Class Members. It would establish incompatible standards of conduct or adjudications with respect to individual Class Members that would, as a

<sup>&</sup>lt;sup>1</sup> All capitalized terms used in this Final Judgment are defined in the Settlement Agreement.

practical matter, be dispositive of interests of other Class Members not parties to the action or substantially impair or impede their ability to protect their interests. And such adjudications could meet legal resistance form the benefit plans.

- f. Class Representatives, on behalf of all those similarly situated, have contended that Plaintiffs have acted on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.
- g. The questions of law or fact common to the members of the Class predominate over any question affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
- 3. Based on these findings, the Court certifies the following Class for this Final

#### Judgment:

The Class is comprised of four Subclasses:

- a. The "*AFSCME Subclass*," meaning those DPL employees that are AFCSME bargaining unit members, as well as those DPL retirees who, at the time of their retirement from DPL, were AFSCME bargaining unit members (including, with respect to such DPL retirees, all of their respective surviving spouses and eligible dependents);
- b. The "*IUOE Subclass*," meaning those DPL employees that are IUOE bargaining unit members, as well as those DPL retirees who, at the time of their retirement from DPL, were IUOE bargaining unit members (including, with respect to such DPL retirees, all of their respective surviving spouses and eligible dependents);
- c. The "Non-Union Subclass," meaning those DPL employees that are not AFSCME, IUOE, or UAW bargaining unit members, as well as those DPL retirees who, at the time of their retirement from DPL, were DPL employees but were not AFSCME, IUOE, or UAW bargaining unit members, (including, with respect to such DPL retirees, all of their respective surviving spouses and eligible dependents); and
- d. The "UAW Subclass," meaning those DPL employees who are UAW bargaining unit members, as well as those DPL retirees who, at the time of their retirement, were UAW bargaining unit members (including with respect to such DPL retirees all of their respective surviving spouses and eligible dependents).

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4. The Court approves the terms of the settlement set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, reasonable, and in the best interests of the Class.

5. The Court finds that there is a legitimate dispute and that resolution of this lawsuit by settlement provides a positive alternative to continued litigation. At the core of the parties' disagreement is their dispute over whether the modification of pension and other post-retirement health benefits of Library Parties' employees and retirees pursuant to the City of Detroit's recent bankruptcy proceeding and the City's Plan for Adjustment of Debts (confirmed by the Bankruptcy Court for the Eastern District of Michigan, Case No. 13-58657, on November 7, 2014), gives rise to Plaintiffs' liabilities to the Class Members for pension and/or post-retirement health benefits in addition to those set or established by the City of Detroit's Plan for Adjustment of Debts.

6. Resolution of the fundamental dispute between the Parties would involve adjudication of sharply-contested disagreements. Adjudicating whether, as alleged by the Defendants, the Library Parties violated any collective bargaining agreement, the Public Employment Relations Act, the Michigan Constitution, or any other law, thereby giving rise to any such additional liabilities on the part of the Plaintiffs, would likely require extensive, laborintensive litigation and can turn on express CBA terms, implied CBA terms, or "extrinsic" evidence like bargaining history, "course of conduct," and "past practices." The outcome of litigating these issues is uncertain for either side and Class Members would bear the risk that continued litigation would leave them with an adverse result.

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7. The Court also finds that the Plaintiffs have extreme financial needs. Without settlement, the expense of litigation and the risk of an adverse result could lead to the possible bankruptcy of the Plaintiffs.

8. Under these circumstances, where the dispute is genuine, serious, and substantial and where continued litigation would entail considerable effort, expense, and uncertainty, and given the dire financial situation of Plaintiffs, the Court finds that the Settlement Agreement is favorable, informed, prudent, and rational. The Settlement Agreement ends litigation risk, eliminates uncertainty, and is beneficial to each side and to the Class Members.

9. Plaintiffs will comply with all of their obligations under the Settlement Agreement and are hereby ordered to provide the benefits described in the terms of the Settlement Agreement.

10. The Court dismisses, with prejudice, each and every claim in this Class Action Litigation. Each Class Representative, Class Member, and anyone claiming on behalf of or through any Class Representative or Class Member (including but not limited to any Eligible Dependents of a Class Member), has fully, finally and forever released and discharged all Released Claims against the Library Parties.

11. All Class Members and anyone claiming on behalf of or through a Class Member (including but not limited to any Eligible Dependents of Class Members and Defendant Unions) are hereby forever barred and enjoined from instituting or prosecuting, either directly or indirectly, against Library Parties any and all rights, claims, grievances, or causes of action, whether known or unknown, which any of them has or may have against Library Parties with respect to the Released Claims and Unknown Claims. 12. Neither the entry into the Settlement Agreement nor the consent to this Judgment is, or may be construed as, an admission by or against the Parties, or any of them, of any wrongdoing or liability. The Settlement Agreement, this Judgment, and any documents related to any of the foregoing will not be introduced in evidence in any proceeding against the Parties, or any of them, in any Court or other tribunal for any purpose except to enforce the terms of the Settlement Agreement or this Judgment.

13. Without affecting the finality of this Judgment in any way, this Court retains jurisdiction and venue over any dispute that may arise between the parties regarding the Settlement Agreement and over this Final Judgment and over any other Order issued by the Court in connection with the Settlement Agreement.

14. Each party to this litigation is responsible for its, his or her own costs and attorneys' fees.

15. For the foregoing reasons, and those in the record and stated at the fairness hearing, and based on the record, the Court approves and enters this Judgment approving the Parties' settlement and Settlement Agreement in all respects and as to all Parties.

IT IS SO ORDERED.

This Order resolves the last pending claim and closes the case.

Hon. Leslie Kim Smith Circuit Court Judge

Dated:

Approved as to form and substance:

## KIENBAUM OPPERWALL HARDY & PELTON, P.L.C.

#### By:

Eric J. Pelton (P40635) William B. Forrest III (P60311) Attorneys for Plaintiffs 280 N. Old Woodward Avenue, Suite 400 Birmingham, MI 48009 (248) 645-0000 epelton@kohp.com wforrest@kohp.com tdavis@kohp.com

#### NICHOLSON FELDMAN LLP

By:\_

Michael B. Nicholson (33421) Attorneys for UAW Defendants 232 Nickels Arcade Ann Arbor, MI 48104 (734) 719-0850 mnicholson@nichfeldcom

#### MILLER COHEN PC

#### By:

Richard G. Mack, Jr. (58657) Attorneys for AFSCME Defendants 600 W. Layafette Blvd., Fourth Floor Detroit, MI 48226 (313) 964-4454 richardmack@millercohen.com

## SACHS WALDMAN PC

By:

Andrew Nickelhoff (P37990) Marshall J. Widick (P53942) Mami Kato (P74237) Attorneys for IUOE Defendants 2211 E. Jefferson Ave., Suite 200 Detroit, MI 48207 (313) 965-3464 mwidick@sacshwaldman.com anickelhoff@sachswaldman.com mkato@sachswaldman.com

LAW OFFICE OF FRANK W. JACKSON III PLLC

By:\_\_

Frank W. Jackson III (P23164) Attorney for Non-Union Class Defendants 19401 W. McNichols, Ste. E Detroit, MI 48219 (313) 766-7019 fjackon@westley3lawoffice.com

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Date:

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## **EXHIBIT 3**

## to

# **Settlement Agreement**

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## STATE OF MICHIGAN

## IN THE WAYNE COUNTY CIRCUIT COURT

## DETROIT PUBLIC LIBRARY COMMISSION and DETROIT PUBLIC LIBRARY,

Plaintiffs,

v.

Case No. 15-006495-CL

Hon. Leslie Kim Smith

INTERNATIONAL UNION, UNITED AUTO WORKERS; UNITED AUTO WORKERS LOCAL 2200; MICHIGAN COUNCIL 25, LOCAL UNIONS 1231 and 1259, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; INTERNATIONAL UNION OF **OPERATING ENGINEERS, LOCAL 324;** MICHAEL WELLS, MARILYN QUIRK, LAURIE STUART, BEATRICE MANSON, GWENDOLYN BEASLEY, DORTHA SIMPSON, RONALD BRYANT, KATRINA KELLY, CHRISTOPHER EMBRY, KATHRYN KENGEL. CLEDOS POWELL, and ROSEMARY PATTERSON (individually, and as representatives of a requested class of all similarly situated persons),

Defendants.

## IMPORTANT NOTICE ABOUT PENSION AND POST-RETIREMENT HEALTHCARE BENEFITS FOR CURRENT AND FORMER DETROIT PUBLIC LIBRARY EMPLOYEES AND SURVIVING SPOUSES

Please read this notice carefully if:

- 1. You are employed by the Detroit Public Library ("DPL") or retired from DPL at a time when you were still an employee of DPL; *or*
- 2. You are an eligible surviving spouse of such an employee or retiree.

This notice is about the proposed settlement of a class action lawsuit that may affect your legal rights. This notice includes information about the proposed settlement of claims made against DPL and the Detroit Library Commission (the "DLC") with respect to the modification of your pension and post-retirement healthcare benefits, a settlement fairness hearing scheduled by the Court, and the process for being heard by the Court if you choose to do so.

### I. THE PURPOSE OF THIS NOTICE

This is an official notice from the Wayne County Circuit Court. A class action lawsuit is pending in the Court. The Court has been asked to approve a proposed settlement of that lawsuit. The lawsuit and the proposed settlement affect current DPL employees, as well as DPL retirees, surviving spouses and eligible dependents. If you are a current or DPL employee, or a DPL retiree who was employed by DPL at the time of your retirement, or if you are a surviving spouse of such a DPL retiree or an eligible dependent; you are part of the class covered by the lawsuit. If so, the proposed settlement addresses settlement of claims made on your behalf against DPL and DLC, and the benefits to be provided to you under the proposed settlement.

The Court has preliminarily approved the proposed settlement. The Court will hold a hearing on \_\_\_\_\_\_, 2016 at \_\_\_\_\_\_.m. At the hearing, the Court will consider giving final approval to the proposed settlement. At the hearing, class members can present their views on the proposed settlement, if they choose to do so. The Court will give final approval only if, after considering all viewpoints presented by the parties to the lawsuit and class members, the Court decides that the proposed settlement is fair, reasonable, and adequate under all the circumstances.

The proposed settlement terms are summarized in this notice. A copy of the Settlement Agreement is enclosed. You can use the information in the Settlement Agreement and in this notice to assess the proposed settlement.

If you approve of the proposed settlement, you do not need to take any action.

If you want to object to the proposed settlement or to intervene, you must follow the procedure explained in Section IV of this notice.

### II. THE LAWSUIT

This lawsuit is called *Detroit Public Library Commission and Detroit Public Library v International Union, United Auto Workers, et al.*, Case No. 15-006495-CL. It was filed by DPL and DLC on May 15, 2015, claiming that DPL and DLC have no additional liability with respect to the modifications made to the pension and post-retirement health benefits provided to DPL employees and retirees in connection with the City of Detroit's recent bankruptcy proceedings. DPL asserts that modifications in the City of Detroit pension and post-retirement healthcare benefit plans for current and retired employees of the City that arose out of the City of Detroit Plan for Adjustment of Debts, as executed by the bankruptcy court in Case No. 13-58657, create no additional liability on the part of DPL and DLC to those DPL employees and retirees, respective surviving spouses and their eligible dependents, who participate in these Plans.

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AFSCME, IUOE, and UAW grieved or objected to these changes, claiming that DPL and DLC had such additional liability. Through negotiation and mediation under the auspices of the Federal Bankruptcy Court mediators, the parties entered into a Memorandum of Understanding in order to resolve all issues arising out of changes to the pension and post-retirement healthcare In order to effectuate this Memorandum of Understanding, the proposed benefit plans. settlement of the DPL lawsuit calls for settlement with a proposed class of (1) current AFSCME represented DPL employees, as well as DPL retirees who were AFSCME bargaining unit members at the time of their retirement, and their surviving spouses and eligible dependents, (2) current IUOE represented DPL employees, as well as DPL retirees who were IUOE bargaining unit members at the time of their retirement, and their surviving spouses and eligible dependents, (3) current UAW represented DPL employees, as well as DPL retirees who were UAW bargaining unit members at the time of their retirement, and their surviving spouses and eligible dependents, and (4) current non-represented DPL employees, as well as DPL retirees who were DPL employees at the time of their retirement, but were not then bargaining unit members, and surviving spouses and eligible dependents. These groups are collectively called the "Class" and their class representatives, along with AFSCME, IUOE and the UAW, are collectively called the "Defendants."

The AFSCME class members and Defendants are represented by:

Richard Mack Miller Cohen PLC 600 W. Lafayette Blvd., Fourth Floor Detroit, Michigan 48226

The IUOE class members and Defendants are represented by:

Andrew Nickelhoff Sachs Waldman PC 2211 E. Jefferson, Suite 200, Detroit, Michigan 48207

The UAW class members and Defendants are represented by:

Michael Nicholson Nicholson Feldman LLP 232 Nickels Arcade Ann Arbor, Michigan 48104

The non-union class members and Defendants are represented by:

Frank W. Jackson Law Offices of Frank W Jackson III PLLC 19401 W. McNichols Rd. Ste. E Detroit, Michigan 48219

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These lawyers for each of the AFSCME, IUOE, UAW and Non-Union Subclasses are collectively referred to as "Class Counsel."

There are approximately 640 class members. DPL asks that the Court find that the class is so numerous that joinder of all members as individual defendants is impractical, that there are questions of law and fact common to the class, that the class representatives will fairly and adequately represent the class, and that the requirements for class action certification in MCR 3.501 are satisfied.

## III. THE PROPOSED SETTLEMENT AND THE SETTLEMENT AGREEMENT

The Parties agreed to settlement on the terms described in the Settlement Agreement provided herewith. If the settlement is approved by the Court, the lawsuit will end and all class members will be bound by the Settlement Agreement. Please read this notice carefully. To help you understand the Settlement Agreement, this notice summarizes the proposed settlement terms.

### A. The Settlement Terms

The effect of the settlement is to ensure that changes to your pension and post-retirement health benefit plans arising out of the City of Detroit bankruptcy Plan for the Adjustment of Debts that has been imposed on DPL and the DPL employees and retirees will govern such benefits for DPL employees and retirees, with no additional liability to Class members by DPL and DLC other than as provided in that Plan for Adjustment and the Settlement Agreement. In consideration of that aspect of the settlement, the Parties have agreed that DPL and DLC will provide and pay for the following settlement terms:

# Term 1. Annual Payments For Certain Pre-2015 DPL Retirees and Surviving Spouses.

For those Class Members who: (1) were a DPL retiree, or a surviving spouse of a deceased DPL retiree, as of December 31, 2014 or are currently or subsequently become a surviving spouse of a deceased DPL retiree who retired on or before December 31, 2014; and (2) are otherwise entitled to receive a pension payment from the City of Detroit General Retirement System ("GRS"), DPL will make a \$1,000 annual payment to such DPL retiree, or surviving spouse<sup>1</sup>, for each of the calendar years 2016 through and including 2030 (the "Eligibility Period"), and payable as explained below. Such \$1,000 annual payments are in addition to the recipients' GRS pension benefits otherwise payable to them.

In order to qualify for such payment, the eligible DPL retiree or surviving spouse must be alive and drawing a pension at some point during the calendar year during the Eligibility Period for which the \$1,000 annual payment is to be made. The \$1,000 annual payment will be

<sup>&</sup>lt;sup>1</sup> The category of "surviving spouses" includes spouses of employees who died while actively employed by the Library to the extent eligible for benefits pursuant to law or otherwise.

included in the eligible DPL retiree's or surviving spouse's February pension check from GRS in the calendar year that next follows each particular year during the Eligibility Period, paid on or about March 1 that calendar year.

For example, the retiree or surviving spouse must be alive and drawing a pension at some time during the calendar year 2016 in order to be eligible for 2016's \$1000 payment, which GRS will make in the February 2017 pension check, payable on or about March 1, 2017. In the event of the post-retirement death of the DPL retiree or surviving spouse during a calendar year for which the retiree or surviving spouse is eligible to receive a \$1000 payment, a single payment will be made to the surviving spouse or named GRS pension beneficiary as appropriate or, in the absence thereof, the estate of the deceased retiree or surviving spouse as applicable, on or about March 1 of the following calendar year. An eligible surviving spouse is entitled to only one annual \$1,000 payment (not two payments) for the calendar year during the Eligibility Period in which the eligible DPL retiree dies.

The additional pension check payments provided for herein are in a fixed amount and are not subject to the GRS COLA provision. These payments will be treated as pension payments for all tax purposes and included in the DPL retiree's or surviving spouse's 1099R as appropriate. Other than as described above, no such additional payments will otherwise be made to or on behalf of deceased retirees or spouses, or to surviving spouses not drawing a pension. No such additional payments will be made for any year after 2030, which is payable in the February 2031 pension check from GRS as described above.

DPL will incur the administrative costs for the payments by GRS described above.

DPL is responsible for fully funding the sum total amount of all the annual additional payments described above, to be made in each year on or before the 15th of January of the year in which the payment is to be made in the February pension check by GRS.

## Term 2. Annual Payments For Certain Post-2014 DPL Retirees and Surviving Spouses.

For those Class Members who: (1) retired from DPL after December 31, 2014 and on or before June 30, 2017, or are currently or subsequently become surviving spouses of such deceased DPL retirees; and (2) are otherwise entitled to receive a pension payment from the City of Detroit General Retirement System ("GRS"), DPL will make a \$1,500 annual payment to such DPL retiree or surviving spouse for each of the calendar years 2016, 2017, 2018, 2019 and 2020, and payable as explained below. Such \$1,500 annual payments are in addition to the recipients' GRS pension benefits otherwise payable to them.

In order to qualify for such payment, the eligible DPL retiree or surviving spouse must be alive and drawing a pension at some point during the calendar year for which the \$1,500 annual payment is made. The \$1,500 annual payment will be included in the eligible DPL retiree's or surviving spouse's February pension check from GRS in the following calendar year, paid on or about March 1<sup>st</sup> that calendar year.

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For example, the retiree or surviving spouse must be alive and drawing a pension at some time during the calendar year 2016 in order to receive 2016's \$1500 payment, which GRS will make in the February 2017 pension check, payable on or about March 1, 2017. In the event of the post-retirement death of the DPL retiree or surviving spouse during the calendar year for which the retiree or surviving spouse is eligible to receive a \$1500 payment, a single payment will be made to the surviving spouse or named GRS pension beneficiary as appropriate or, in the absence thereof, the estate of the deceased retiree or surviving spouse as applicable, on or about March 1 of the following calendar year. An eligible surviving spouse is entitled to only one annual \$1,500 payment (not two payments) for the calendar year in which the eligible DPL retiree dies.

An otherwise eligible Class Member who elects to retire after October 31, 2016 and whose official retirement date is on or before January 1, 2017, will be eligible for 2016's annual payment (made in the March 1, 2017 pension check) even if that person has not yet started drawing a pension from GRS during 2016.

The additional pension check payments provided herein are in a fixed amount and are not subject to the GRS COLA provision. These payments will be treated as pension payments for all tax purposes and included in the DPL retiree's or surviving spouse's 1099R as appropriate. Other than as described above, no such additional payments will otherwise be made to or on behalf of deceased retirees or spouses, or to surviving spouses not drawing a pension. No such additional payments will be made for any year after 2020, which is payable in the February 2021 pension check from GRS as described above.

DPL will incur the administrative costs for the payments by GRS described above.

DPL is responsible for fully funding the sum total amount of all the annual additional payments described above, to be made in each year on or before the 15th of January of the year in which the payment is to be made in the February pension check by GRS.

#### Term 3. <u>Wage Increase for Active Employees</u>.

DPL began paying to active DPL employees, on a prospective basis, the 2% base wage increase referenced in the Memorandum of Understanding, starting with the final pay period of December 2015. DPL will pay the retroactive amount of the 2% base wage increase, i.e., for the period July 1, 2015 through the first pay period of December 2015, within twenty-one (21) days after entry of the Judgment and the Judgment becoming Final.

This 2% base wage increase will not be subject to any further wage adjustment before July 1, 2017, unless the Parties mutually agree otherwise, notwithstanding (i) any provisions for wage reopeners in any UAW or AFSCME or IUOE collective bargaining agreement and/or (ii) the end date of any AFSCME collective bargaining agreement before July 1, 2017.

#### Term 4. Equal Increases.

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Between the date the Settlement Agreement was signed by the Parties and the termination date of the respective existing collective bargaining agreements, DPL will not provide its current or former non-union employees with more lucrative wage increases, pension increases, or health benefit increases than it provides to its former or current UAW-represented, AFSCMErepresented, and IUOE-represented employees, respectively. For any increase in wages, pension benefits, or health benefits offered to non-union former or current DPL employees, as of or after the date of this Agreement, DPL will provide the unions with advance notice of such change. This provision: (1) does not apply to individual, executive-level non-union employees at DPL; (2) does not prohibit DPL from paying wages to its employees within the salary ranges established by the City of Detroit or other legal requirements; and (3) does not prohibit DPL from employing individuals with funds under restricted grants or charitable contributions in accordance with the terms of the grant or contribution.

#### Term 5. Sick Leave, Joint Committee, and Part-Time Employee Provisions.

DPL will follow the City of Detroit's and GRS's requirements for any special election for unused sick leave in Final Average Compensation calculations.

The Parties agreed to create a joint committee of union and management employees to discuss and develop initiatives to increase revenues and improve operational efficiency at DPL. The committee may make policy recommendations to the Library Commission but will not have governing authority or the ability to bind DPL or the Library Commission on fundraising or other matters.

DPL will follow the City of Detroit's and GRS's requirements for pension contributions by part-time employees.

These provisions are not contingent upon settlement of the Class Action approved by the Court.

### Term 6. <u>Release of DPL as to Settled Claims and Settlement of Grievances</u>.

The settlement of the Class Action approved by the court will provide for a full and final release of claims against the Library Parties as provided in the Settlement Agreement.

Upon settlement of the Class Action, all pending grievances concerning pension-related wage reductions, pensions, and post-retirement benefits of the unions' memberships shall be deemed withdrawn as settled.

Each party to the litigation is responsible for their own costs and attorneys' fees.

Again, the complete settlement terms are set out in the enclosed Settlement Agreement.

### B. The Reasons For The Proposed Settlement

All parties believe that the settlement reflected in the Settlement Agreement is a fair and reasonable resolution of previously filed grievances against DPL and DLC regarding the

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modification of benefit plans arising out of the City of Detroit bankruptcy plan of adjustment, and in light of the DPL's precarious financial condition.

The class representatives, AFSCME, IUOE, UAW, and Class Counsel have concluded that the settlement is in the interests of class members. It provides each class member with benefits that may not otherwise be available to them and it meets the extreme financial needs of the DPL. Without the settlement, grievances would be reinstituted and lawsuits may ensue from non-represented class members, subjecting each side to further delay, expense, uncertainties, and the risk of adverse result, and possible bankruptcy of the DPL.

DPL and its counsel believe that the settlement reflects a significant accommodation to class members on its part, that the settlement is a fair resolution of issues in light of the uncertain financial condition it faces and the modifications made to the City of Detroit GRS pension and post-retirement health benefit plans through the City's bankruptcy, and that it is beneficial to class members.

### IV. HEARING, OBJECTIONS, EXCLUSION FROM CLASS AND INTERVENTION

#### A. Hearing

The Court will hold a hearing at the Wayne County Circuit Court, 2 Woodward Avenue, Court room number 901, Detroit, Michigan 48226. The hearing will begin at \_\_\_\_\_m. on \_\_\_\_\_. The hearing is to help the Court determine whether the proposed settlement and the Settlement Agreement are fair, reasonable, and adequate and whether to give final approval to the settlement. The settlement will not be effective unless and until it is approved by the Court.

You do not have to attend the hearing. You may attend the hearing. You may attend with or without your personal lawyer. Whether or not they attend the hearing, all class members will be bound by the Settlement Agreement if it is approved. No class member will be individually excluded from the Settlement Agreement if it is approved.

#### B. Objections

Any class member may object to the settlement by filing a written objection in compliance with the procedure described in the next two paragraphs. If you file a written objection, you or your personal lawyer will have the opportunity to address the Court at the hearing to explain your objection and tell the Court why you do not believe that the proposed settlement should be approved. You or your personal lawyer will not have the right to address the Court at the hearing, however, unless you file a written objection with the Court on or before \_\_\_\_\_, 2016.

If you want to object to the proposed settlement, then: (1) file your written objection with the Court via U.S. Mail or in person and (2) at the same time deliver or mail copies to the parties' lawyers. Any objection should have the following heading at the top: "Detroit Public Library Commission and Detroit Public Library v International Union, United Auto Workers, et al., Case No. 15-006495-CL." Any objection should be titled: "Objection to Proposed Settlement."

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## C. Filing And Service Of Objections, Exclusion Election, Or Intervention.

Any objection must be filed in person by \_\_\_\_\_\_, 2016 or mailed by first-class United States mail, in time to arrive at the court by \_\_\_\_\_\_, 2016, to Clerk of the Court, Wayne County Circuit Court, 2 Woodward Avenue, Detroit, Michigan 48226. At the same time that any objection is filed with or mailed to the Clerk, a photocopy of that objection must be personally served or mailed by first-class United States mail to each of the following: (1) AFSCME Class Counsel Richard Mack at Miller Cohen PLC, 600 W. Lafayette Blvd., Fourth Floor, Detroit, Michigan 48226; (2) UAW Class Counsel Michael Nicholson at Nicholson Feldman LLP, 232 Nickels Arcade, Ann Arbor, Michigan 48104; (3) IUOE Class Counsel, Andrew Nickelhoff at Sachs Waldman PC, 2211 E. Jefferson, Suite 200, Detroit, Michigan 48207; (4) non-union Class Counsel Frank W. Jackson, Law Offices of Frank W Jackson III PLLC, 19401 W. McNichols Rd., Ste. E, Detroit, Michigan 48219; and (5) DPL Counsel Eric J. Pelton, Kienbaum Opperwall Hardy & Pelton, 280 N. Old Woodward, Suite 400, Birmingham, MI 48009.

If after any objections are considered and at the conclusion of the hearing the Court determines that the proposed Settlement Agreement is fair, reasonable, and adequate and is in the interests of class members, the Court will approve the settlement. Once the Court approves it, the settlement will be binding on defendants and on all plaintiffs and class members, including on any class members who filed objections and all those who did not. If the settlement is not approved, the Settlement Agreement will have no effect.

#### Again, if you do not object to the proposed settlement, you do not need to do anything.

#### V. MORE INFORMATION

This notice has been sent to all known class member families at their last known addresses. The Settlement Agreement and other papers associated with this case are available through public kiosks located in the lower level of the Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan.

If you want additional information about the litigation, the proposed settlement, the Settlement Agreement, and the procedure described in this notice, you may contact class counsel:

If UAW Subclass member:

Michael B. Nicholson Nicholson Feldman LLP 232 Nickels Arcade Ann Arbor, Michigan 48104 (734) 719-0850

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If IUOE Subclass member:

Andrew Nickelhoff Sachs Waldman PC 2211 E. Jefferson, Suite 200, Detroit, Michigan 48207 (313) 965-3464

IF AFSCME Subclass member:

Richard G. Mack, Jr. Miller Cohen PLC 600 W. Lafayette Blvd., Fourth Floor Detroit, Michigan 48226 (313) 964-4454

If Non-Union Subclass member:

Frank W. Jackson Law Offices of Frank W Jackson III PLLC 19401 W. McNichols Rd., Ste. E Detroit, Michigan 48219 (313) 766-7019

Wayne County Circuit Court Judge

Date: \_\_\_\_\_, 2016

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## **EXHIBIT 4**

## to

# **Settlement Agreement**

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#### STATE OF MICHIGAN

#### IN THE WAYNE COUNTY CIRCUIT COURT

## DETROIT PUBLIC LIBRARY COMMISSION and DETROIT PUBLIC LIBRARY,

Plaintiffs,

v.

Case No. 15-006495-CL

Hon, Leslie Kim Smith

INTERNATIONAL UNION, UNITED AUTO WORKERS; UNITED AUTO WORKERS LOCAL 2200; MICHIGAN COUNCIL 25, LOCAL UNIONS 1231 and 1259, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; INTERNATIONAL UNION OF **OPERATING ENGINEERS, LOCAL 324;** MICHAEL WELLS, MARILYN QUIRK, LAURIE STUART, BEATRICE MANSON, **GWENDOLYN BEASLEY, DORTHA** SIMPSON, RONALD BRYANT, KATRINA KELLY, CHRISTOPHER EMBRY, KATHRYN KENGEL. CLEDOS POWELL, and ROSEMARY PATTERSON (individually, and as representatives of a requested class of all similarly situated persons),

Defendants.

### ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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At a session of said Court held in the Wayne County Circuit Court, City of Detroit, State of Michigan on:

PRESENT: HON. \_\_\_\_\_\_ Honorable Leslie Kim Smith

This matter came before the Court on the Parties' Joint Motion for Preliminary Approval of a Class Action Settlement. The Court, having considered the motion and the submissions and positions of the Parties, grants the motion, and approves of the notice to be mailed to Class Members and preliminarily approves of the class settlement.

IT IS HEREBY ORDERED that:

1. Under MCR 3.501, the "Class," including subclasses, as defined in the Settlement Agreement (attached as Exhibit 1), is hereby certified for settlement purposes only.

2. The Court preliminarily approves the terms of the Settlement Agreement attached as Exhibit 1.

3. On or before 14 days from the entry of this Order, Plaintiffs' counsel will cause the Notice, attached as Exhibit 2, to be mailed to members of the Class. The Notice is the best notice practicable under the circumstances, is in compliance with MCR 3.501, and the requirements of due process of law, and will adequately inform Class Members of their rights.

4. A hearing will be held before this Court on \_\_\_\_\_, 2016 at \_\_\_\_\_ a.m. to determine whether the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court and to determine whether a final judgment should be entered dismissing this lawsuit with prejudice and without costs or attorneys' fees ("Settlement Hearing").

5. As described in the Notice, Class Members may appear personally or by counsel of their choice and at their own expense at the Settlement Hearing to show cause why: (a) the

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proposed settlement of the claims asserted should or should not be approved as fair, just, reasonable, adequate, and in good faith; or (b) judgment should or should not be entered. Provided, however, that no Class Member will be heard at the Settlement Hearing or be entitled to contest the approval of the terms and conditions of the proposed settlement, the judgment to be entered, or other matters considered by the Court at or in connection with the Settlement Hearing, unless, no later than \_\_\_\_\_, 2016, the Class Member has filed by hand delivery or by first-class United States mail in time to arrive at the Court (and to the attorneys at the addresses below) by , 2016, written objections that indicate the basis for the Class Member's opposition and any supporting papers and briefs to Clerk of the Court, Wayne County Circuit Court, 2 Woodward Ave., Detroit, Michigan 48226. At the same time that any objection is filed with or mailed to the Clerk, a photocopy of that objection must be personally served or mailed by first-class United States mail to each of the following:

Eric J. Pelton 280 N. Old Woodward Avenue, Suite 400 Birmingham, MI 48009 (248) 645-0000 Attorneys for Plaintiffs

Richard G. Mack, Jr. 600 W. Layafette Blvd., Fourth Floor Detroit, MI 48226 (313) 964-4454 Attorneys for AFSCME Defendants

Frank W. Jackson III 19401 W. McNichols, Ste. E Detroit, MI 48219 (313) 766-7019 Attorney for Non-Union Class Defendants

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Michael B. Nicholson 232 Nickels Arcade Ann Arbor, MI 48104 (734) 719-0850 Attorneys for UAW Defendants

Andrew Nickelhoff 2211 E. Jefferson, Suite 200 Detroit, Michigan 48207 (313) 965-3464 Attorneys for IUOE Defendants

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Filed 11/07/16

6. Class Members who do not object in the manner provided above will be deemed to have waived such objection to the fairness, adequacy, or reasonableness of the proposed settlement.

7. All pretrial and trial proceedings in this case are stayed and suspended until further order of the Court, and the deadline for the filing of answers, counterclaims and other responsive pleadings is hereby suspended until further order of the Court. Pending the final determination of the fairness, reasonableness, and adequacy of the Settlement, no Class Member may institute or commence any action or proceeding against Plaintiffs asserting any of the claims at issue in this action.

8. The Settlement Hearing may be continued or adjourned by order of this Court, from time to time, and without further notice to the Class, except to any Class Member who timely filed an objection.

9. The Library Commission and DPL do not consent to certification of the Class for any purpose other than to effectuate the settlement of the Class Action Litigation. If the Settlement Agreement is not approved by the Court or is terminated pursuant to its terms, or any subsequent amendment thereto, the conditional order certifying the Class, and all preliminary and/or final findings regarding the Court's conditional class certification order or any other matters, shall be automatically vacated upon notice of same from any Party to the Court, and this Class Action Litigation shall proceed as though the Class had never been certified and such findings had never been made, without prejudice to any Party's ability to proceed with or oppose a motion for class certification thereafter.

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Dated:

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Hon. Leslie Kim Smith Circuit Court Judge

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Approved as to form and substance:

## KIENBAUM OPPERWALL HARDY & PELTON, P.L.C.

By:\_

Eric J. Pelton (P40635) William B. Forrest III (P60311) Attorneys for Plaintiffs 280 N. Old Woodward Avenue, Suite 400 Birmingham, MI 48009 (248) 645-0000 epelton@kohp.com wforrest@kohp.com

### MILLER COHEN PC

By:

Richard G. Mack, Jr. (P58657) Attorneys for AFSCME Defendants 600 W. Layafette Blvd., Fourth Floor Detroit, MI 48226 (313) 964-4454 richardmack@millercohen.com

#### NICHOLSON FELDMAN LLP

By:\_

Michael B. Nicholson (P33421) Attorneys for UAW Defendants 232 Nickels Arcade Ann Arbor, MI 48104 (734) 719-0850 mnicholson@nichfeld.com

### SACHS WALDMAN PC

By:\_

Andrew Nickelhoff (P37990) Marshall J. Widick (P53942) Mami Kato (P74237) Attorneys for IUOE Defendants 2211 E. Jefferson Ave., Suite 200 Detroit, MI 48207 (313) 965-3464 mwidick@sacshwaldman.com anickelhoff@sachswaldman.com

LAW OFFICE OF FRANK W. JACKSON III PLLC

By:\_

Frank W. Jackson III (P23164) Attorney for Non-Union Class Defendants 19401 W. McNichols, Ste. E Detroit, MI 48219 (313) 766-7019 fjackon@westley3lawoffice.com

Date:

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### STATE OF MICHIGAN

#### IN THE WAYNE COUNTY CIRCUIT COURT

## DETROIT PUBLIC LIBRARY COMMISSION and DETROIT PUBLIC LIBRARY,

Plaintiffs,

v.

Case No. 15-006495-CL

Hon. Leslie Kim Smith

FILED IN MY OFFICE WAYNE COUNTY CLERK 11/7/2016 9:19:55 AM CATHY M. GARRETT /s/ Kimberley DeLoach

15-006495-CL

INTERNATIONAL UNION, UNITED AUTO WORKERS; UNITED AUTO WORKERS LOCAL 2200; MICHIGAN COUNCIL 25, LOCAL UNIONS 1231 and 1259, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL **EMPLOYEES, AFL-CIO;** INTERNATIONAL UNION OF **OPERATING ENGINEERS, LOCAL 324;** MICHAEL WELLS, MARILYN QUIRK, LAURIE STUART, BEATRICE MANSON, **GWENDOLYN BEASLEY, DORTHA** SIMPSON, RONALD BRYANT, KATRINA KELLY, CHRISTOPHER EMBRY, KATHRYN KENGEL, **CLEDOS POWELL, and ROSEMARY** PATTERSON (individually, and as representatives of a requested class of all similarly situated persons),

Defendants.

## ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

At a session of said Court held in the Wayne County Circuit Court, City of Detroit, State of Michigan on: 11/7/2016

PRESENT:	HON.	Leslie Kim Smith
		Honorable Leslie Kim Smith

This matter came before the Court on the Parties' Joint Motion for Preliminary Approval of a Class Action Settlement. The Court, having considered the motion and the submissions and positions of the Parties, grants the motion, and approves of the notice to be mailed to Class Members and preliminarily approves of the class settlement.

## IT IS HEREBY ORDERED that:

1. Under MCR 3.501, the "Class," including subclasses, as defined in the Settlement Agreement (attached as Exhibit 1), is hereby certified for settlement purposes only.

2. The Court preliminarily approves the terms of the Settlement Agreement attached as Exhibit 1.

3. On or before 14 days from the entry of this Order, Plaintiffs' counsel will cause the Notice, attached as Exhibit 2, to be mailed to members of the Class. The Notice is the best notice practicable under the circumstances, is in compliance with MCR 3.501, and the requirements of due process of law, and will adequately inform Class Members of their rights.

4. A hearing will be held before this Court on December 16, 2016 at 2:00 p.m. to determine whether the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court and to determine whether a final judgment should be entered dismissing this lawsuit with prejudice and without costs or attorneys' fees ("Settlement Hearing").

5. As described in the Notice, Class Members may appear personally or by counsel of their choice and at their own expense at the Settlement Hearing to show cause why: (a) the

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proposed settlement of the claims asserted should or should not be approved as fair, just, reasonable, adequate, and in good faith; or (b) judgment should or should not be entered. Provided, however, that no Class Member will be heard at the Settlement Hearing or be entitled to contest the approval of the terms and conditions of the proposed settlement, the judgment to be entered, or other matters considered by the Court at or in connection with the Settlement Hearing, unless, no later than December 9, 2016, the Class Member has filed by hand delivery or by first-class United States mail in time to arrive at the Court (and to the attorneys at the addresses below) by December 9, 2016, written objections that indicate the basis for the Class Member's opposition and any supporting papers and briefs to Clerk of the Court, Wayne County Circuit Court, 2 Woodward Ave., Detroit, Michigan 48226. At the same time that any objection is filed with or mailed to the Clerk, a photocopy of that objection must be personally served or mailed by first-class United States mail to each of the following:

Eric J. Pelton 280 N. Old Woodward Avenue, Suite 400 Birmingham, MI 48009 (248) 645-0000 Attorneys for Plaintiffs

Richard G. Mack, Jr. 600 W. Layafette Blvd., Fourth Floor Detroit, MI 48226 (313) 964-4454 Attorneys for AFSCME Defendants

Frank W. Jackson III 19401 W. McNichols, Ste. E Detroit, MI 48219 (313) 766-7019 Attorney for Non-Union Class Defendants Michael B. Nicholson 232 Nickels Arcade Ann Arbor, MI 48104 (734) 719-0850 Attorneys for UAW Defendants

Andrew Nickelhoff 2211 E. Jefferson, Suite 200 Detroit, Michigan 48207 (313) 965-3464 Attorneys for IUOE Defendants 6. Class Members who do not object in the manner provided above will be deemed to have waived such objection to the fairness, adequacy, or reasonableness of the proposed settlement.

7. All pretrial and trial proceedings in this case are stayed and suspended until further order of the Court, and the deadline for the filing of answers, counterclaims and other responsive pleadings is hereby suspended until further order of the Court. Pending the final determination of the fairness, reasonableness, and adequacy of the Settlement, no Class Member may institute or commence any action or proceeding against Plaintiffs asserting any of the claims at issue in this action.

8. The Settlement Hearing may be continued or adjourned by order of this Court, from time to time, and without further notice to the Class, except to any Class Member who timely filed an objection.

9. The Library Commission and DPL do not consent to certification of the Class for any purpose other than to effectuate the settlement of the Class Action Litigation. If the Settlement Agreement is not approved by the Court or is terminated pursuant to its terms, or any subsequent amendment thereto, the conditional order certifying the Class, and all preliminary and/or final findings regarding the Court's conditional class certification order or any other matters, shall be automatically vacated upon notice of same from any Party to the Court, and this Class Action Litigation shall proceed as though the Class had never been certified and such findings had never been made, without prejudice to any Party's ability to proceed with or oppose a motion for class certification thereafter.

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IT IS SO ORDERED.

/s/ Leslie Kim Smith

Hon. Leslie Kim Smith Circuit Court Judge

Dated:

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Approved as to form and substance:

# KIENBAUM OPPERWALL HARDY & PELTON, P.L.C.

By: <u>/s/Eric J. Pelton</u>

MILLER COHEN PC

Eric J. Pelton (P40635) William B. Forrest III (P60311) Attorneys for Plaintiffs 280 N. Old Woodward Avenue, Suite 400 Birmingham, MI 48009 (248) 645-0000 epelton@kohp.com wforrest@kohp.com

## NICHOLSON FELDMAN LLP

By: <u>/s/Michael B. Nicholson with consent</u> Michael B. Nicholson (P33421) Attorneys for UAW Defendants 232 Nickels Arcade Ann Arbor, MI 48104 (734) 719-0850 mnicholson@nichfeld.com

#### SACHS WALDMAN PC

By: <u>/s/Richard G. Mack, Jr. with consent</u>

Richard G. Mack, Jr. (P58657) Attorneys for AFSCME Defendants 600 W. Layafette Blvd., Fourth Floor Detroit, MI 48226 (313) 964-4454 richardmack@millercohen.com By: /s/Mami Kato with consent

Andrew Nickelhoff (P37990) Marshall J. Widick (P53942) Mami Kato (P74237) Attorneys for IUOE Defendants 2211 E. Jefferson Ave., Suite 200 Detroit, MI 48207 (313) 965-3464 mwidick@sacshwaldman.com anickelhoff@sachswaldman.com

LAW OFFICE OF FRANK W. JACKSON III PLLC

By: <u>/s/Frank W. Jackson III with consent</u> Frank W. Jackson III (P23164) Attorney for Non-Union Class Defendants 19401 W. McNichols, Ste. E Detroit, MI 48219 (313) 766-7019 fjackon@westley3lawoffice.com

Date: November 4, 2016

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