

STATE OF MICHIGAN  
WAYNE COUNTY CIRCUIT COURT

ALAN WEILER, on behalf of himself and those  
similarly situated; THE RETIRED POLICE & FIRE  
FIGHTERS ASSOCIATION, INC.; THE DETROIT  
POLICE OFFICERS ASSOCIATION,  
Plaintiffs,

and  
THE COALITION OF PUBLIC SAFETY  
EMPLOYEE HEALTH CARE TRUST  
Plaintiff/Counter-Defendant,

Case No. 06 619737 CK

Hon. Isidore B. Torres

and  
DETROIT FIRE FIGHTERS ASSOCIATION;  
DETROIT POLICE LIEUTENANTS AND  
SERGEANTS ASSOCIATION,  
Interveners/Plaintiffs,

v.

CITY OF DETROIT, a municipal corporation,  
Defendant/Counter-Plaintiff.

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## NOTICE OF CLASS ACTION SETTLEMENT

### THIS IS AN OFFICIAL COURT NOTICE TO:

- retired City of Detroit (City) police officers and their spouses, and City firefighters, who retired at a rank having parity with that of City police officers, and their spouses, who were receiving health benefits from the City as a result of their status as retirees and spouses of retirees as of April 9, 2007;
- retired City police lieutenants, sergeants and investigators and their spouses, and City firefighters, who retired at ranks having parity with that of City lieutenants, sergeants and investigators, and their spouses, who were receiving health benefits from the City as a result of their status as retirees and spouses of retirees as of August 1, 2008; and
- retired City police command officers and their spouses, and City firefighters, who retired at ranks having parity with that of City police command officers, and their spouses, who were receiving health benefits from the City as a result of their status as retirees and spouses of retirees as of August 1, 2008.

Please read this Notice **carefully**. In summary fashion, it explains your right to City-provided healthcare benefits under a proposed settlement of a pending class-action lawsuit.

#### A. THE PURPOSE OF THIS NOTICE

This is an official notice from the Wayne County Circuit Court. It addresses a proposed settlement of a pending class-action lawsuit that may affect your legal rights.

The proposed Settlement Agreement has been presented to the Court for approval. If you are a person within the groups listed above, you are a Class Member that is affected by this Lawsuit and the proposed Settlement Agreement.

The Court has preliminarily approved the Settlement Agreement and will hold a hearing where Class Members can address the proposed settlement. The Settlement Agreement will *not* take effect unless the Court decides, after that hearing, that the Settlement Agreement is fair to the Class and should be finally approved. If the Court gives final approval to the Settlement Agreement, it will affect the rights of all Class Members.

This Notice will help you decide whether you agree with the Settlement, or whether you object to the Settlement Agreement and want the Court to reject it. This Notice also explains how you can object to the proposed Settlement Agreement.

***If you do not object to the Settlement Agreement, no action is required.***

Finally, this Notice explains how you can review the *entire* proposed Settlement Agreement, and all attached and incorporated Exhibits, either on-line or in person. (The proposed Settlement Agreement document, *without* the attached and incorporated Exhibits, is included with this Notice. The proposed Settlement Agreement and Exhibits, which together consist of over several thousand pages, can be viewed on-line or in-person as explained below.

## **B. THE CLASS ACTION LAWSUIT**

In July 2006, the City changed these healthcare benefits. These changes included increased co-payments and deductibles, and higher contributions for monthly healthcare premiums.

On July 12, 2006, Alan Weiler, a retired police officer, sued the City (hereinafter "Lawsuit") as a Class representative over these changes to the retirees' healthcare benefits. Mr. Weiler sued on behalf of himself and approximately 8000 retirees, their spouses, surviving spouses, and dependents.

The Court certified this Lawsuit as a class action. (The other Plaintiffs in this Lawsuit, who are not Class-Members nor Class Representatives, are the Retired Police and Fire Fighters Association, Inc., the Detroit Police Officers Association, the Coalition of Public Safety Employee Health Care Trust, and Intervenor-Plaintiffs the Detroit Fire Fighters Association, and the Detroit Police, Lieutenants and Sergeants Association.)

### **1. Plaintiff Class' Claims**

In the Lawsuit, the Plaintiff Class alleged that retirees' healthcare benefits are vested, unchangeable contractual rights established, over many years, pursuant to multiple collective bargaining agreements with the City. As such, the Plaintiff Class argued, the City cannot unilaterally change these contractual benefits. So, the Plaintiff Class further claimed, the City's July 2006 changes to these healthcare benefits were improper. As a remedy, the Plaintiff Class asked the Court for an injunction – both an emergency and permanent injunction – against changing the benefits, and for restitution of amounts paid

by Class Members as a result of the City's changes in their healthcare benefits.

## **2. The City's Response**

The City denied and still denies all of the Plaintiff Class' claims. Instead, the City claimed that it did not violate the terms of any agreement when it changed retiree healthcare benefits. It maintained that it had the right to change retiree healthcare benefits under all applicable collective bargaining agreements and ordinances. The City asserted that the Plaintiff Class is entitled to no relief in court.

## **3. The Status of the Case and Settlement Negotiations**

The Court hasn't made a final decision in this case. But, on March 14, 2007, the Court denied the Plaintiff Class' efforts to reverse, on an emergency basis, the City's July 2006 changes to the Class Members' healthcare benefits. Later, on March 24, 2008, the Court rejected, in part, Plaintiff Class' claims that retirees were contractually-entitled to lifetime, unchangeable healthcare benefits as set forth in the collective bargaining agreement under which each retiree retired. The Court also ruled that, as to the rest of Plaintiff Class' contractual claims, a trial was necessary because the contracts were "ambiguous".

Thereafter, the City and the Plaintiff Class engaged in settlement negotiations because the litigation stakes are high and the risks and uncertainties to all parties and Class Members are great.

The Plaintiff Class and the City have now reached a compromise and have asked the Court to approve a proposed Settlement Agreement and enter a Consent Judgment that will resolve the case without further litigation.

This proposed Settlement Agreement, if approved by the Court, will be a full and final settlement of all the Plaintiff Class' claims against the City that have been asserted or could have been asserted in the Lawsuit. Among other things, this means that Class Members – whether they filed objections or not – cannot sue the City over the healthcare changes the City made in July 2006. And, if the Settlement Agreement becomes effective, the City will provide healthcare benefits to eligible Class Members solely under the terms of the proposed Settlement Agreement.

The Class Representative and the Class attorneys have concluded that settlement of the Lawsuit, on the terms described in the proposed Settlement Agreement, is in the best interest of Class Members.

Quite simply, without the settlement, the litigation could continue for years. During this time, Class Members would not know their rights, if any, regarding City-provided healthcare benefits. And, there is the added risk that, at the end of the lengthy litigation, Plaintiff Class would not prevail.

## **C. THE PROPOSED SETTLEMENT AGREEMENT**

In general terms, the Settlement Agreement includes many of the City's 2006 changes in

retiree healthcare benefits. This includes increases in co-premiums, annual deductibles and co-pays, prescription co-pays, and other cost-sharing mechanisms. But, the proposed Settlement Agreement also includes terms favorable to the Class Members. It provides some restitution to Class Members. It also provides healthcare cost and benefit-level certainty. And, it broadly reduces the overall financial impact of rising healthcare costs on Class Members. Finally, the City also agrees that the terms of the proposed Settlement Agreement, and healthcare benefits promised under it, are "contractual" and "unchangeable".

To help you understand the proposed Settlement Agreement, it is summarized below. This is *only* a summary, though. ***The complete Settlement Agreement, including all its attached and incorporated Exhibits, actually controls.*** The Exhibits include the various benefit plans, certificates, riders, and lists referred to in the proposed Settlement Agreement. Section I of this Notice tells you how to view the complete proposed Settlement Agreement and all Exhibits on-line or in-person.

## **1. The Settlement Amount**

The City will pay \$12 million according to the following schedule:

- \$6 million within thirty (30) days after entry of the Court order approving the Settlement Agreement;
- \$3 million in July 2010; and
- \$3 million in July 2011.

The litigation costs will be deducted first from these amounts and reimbursed to the Class attorneys. The current amount of litigation costs is \$37,313, although this amount does not include amounts currently owed to the settlement facilitator or the mailing costs associated with this Notice. Attorneys' fees are twenty-five percent (25%) of the remaining recovery.

After deduction of litigation costs and attorneys' fees, the remainder of the Settlement amount will be distributed equally to the approximately 8,000 class members. For Class Members who are deceased, their equal share of the settlement amount will be paid to their estates or heirs.

## **2. The Benefits**

Under the proposed Settlement Agreement, the City will provide to Class Members the healthcare benefits and coverage and plan options set forth in the City's *2007 Options Booklet* and the *2007 Open Enrollment Retiree Newsletter* (hereinafter, these documents are referred to collectively as the "*2007 Options Booklet.*")

These healthcare benefits and coverage and plan options (hereinafter collectively called "Healthcare Coverage") includes the medical, prescription drug, dental and vision benefits and coverage and plan options contained in the *2007 Options Booklet*. Generally, the City shall provide Healthcare Coverage pursuant to the terms of the proposed Settlement Agreement to each eligible Class Member for so long as the Class Member is receiving a City pension and remains a Class Member.

Of course, all Healthcare Coverage under the proposed Settlement Agreement is subject to Coordination of Benefits. That is, the benefits provided under the proposed Settlement Agreement are coordinated with benefits received from any other sources.

The City may take advantage of any future state or national government programs, legislation, etc. to fund Healthcare Coverage. But, in this process, the City cannot reduce or diminish, in any way or fashion, the Healthcare Coverage promised in the proposed Settlement Agreement.

**a. Pre-Medicare Eligible Class Members (PMCM)**

**I. DPOA CB PPO Plan**

Under the proposed Settlement Agreement, *Pre-Medicare Eligible Class Members* ("PMCM") may choose the current *Detroit Police Officers Association Blue Cross/Blue Shield Community Blue PPO Plan* (hereinafter "*DPOA CB PPO Plan*") for their healthcare coverage. This *DPOA CB PPO Plan* is described in the *2007 Options Booklet*.

If you choose and remain in this *DPOA CB PPO Plan*, prior to becoming eligible for Medicare, you will have a zero (\$0) monthly co-premium obligation for so long as you receive a City pension.

**II. Other Coverages**

PMCM may also select (during Open Enrollment) any of the *Other Coverages* listed below:

- *Blue Cross Blue Shield of Michigan (BCBSM) Traditional (Trad);*
- *BCBSM Comprehensive Major Medical (CMM);*
- *Blue Care Network (BCN) HMO;*
- *Health Alliance Plan HMO (HAP);*
- *COPS Trust Traditional; and*
- *COPS Trust PPO.*

These *Other Coverages* are provided to the PMCM under the terms of the *2007 Options Booklet* and as modified by the proposed Settlement Agreement.

The City may, at its discretion, eliminate any or all of these *Other Coverages* at any time, except for the *BCBSM CMM Plan*. But, before the City can eliminate any *Other Coverages*, it must give you reasonable notice and a reasonable opportunity to select alternative, City-provided Healthcare Coverage.

PMCM, who choose any of these *Other Coverages*, must pay a phased-in monthly co-premium obligation that ultimately will be capped at twenty percent (20%) of the total monthly premium by July 2011. The phase-in formula for these *Other Coverages*

tracks the phase-in formula contained in the City's *2006 Benefits Administration Office Bulletin* (Ex. 3 of the proposed Settlement Agreement).

Generally, PMCM who choose any of the *Other Coverages* will pay annual co-premium percentage increases until their monthly co-premium obligation is twenty percent (20%) of the total monthly premium. After a PMCM's co-premium obligation reaches twenty percent (20%) of the total monthly premium, there is no further co-premium *percentage* increase. Of course, if monthly premiums continue to rise, a PMCM's monthly co-premium obligation will increase in gross dollar terms, but *not* in percentage terms.

## **b. Medicare-Eligible Class Members with Medicare A and B ("MECMAB")**

### **i. Medicare Advantage Plans**

All Medicare eligible Class Members, Covered Dependents and Future Spouses ***must obtain and maintain*** Medicare Parts A and B and ***must enroll in a Medicare Advantage Plan***, if available, to obtain any Healthcare Coverage under the proposed Settlement Agreement.

Only Class Members who have properly established their ineligibility for Medicare by documentation from the U.S. Social Security Administration may obtain Healthcare Coverage under the proposed Settlement Agreement without obtaining and maintaining Medicare Parts A and B.

Once you become Medicare eligible, you generally are no longer eligible to enroll in *Other Coverages* for your Healthcare Coverage. Instead, all MECMABs must choose either:

- a *BCBSM Medicare Advantage Plan (BCBSMMAP)*, which is offered under the *BCBSM Plus Blue Group<sup>SM</sup> (Options E, F and G)*; *or*
- the Blue Care Network (BCN) Advantage Plan (BCN MAP); *or*
- the Health Alliance Plan (HAP) Senior Plus Plan (*HAP Senior Plus Plan*).

If family coverage is unavailable under a *Medicare Advantage Plan*, you may receive Healthcare Coverage through the *DPOA CB PPO Plan* or the *Other Coverages*, but only under the terms of the proposed Settlement Agreement. Even in these circumstances, though, you ***must obtain and maintain*** Medicare Parts A and B to be eligible for Healthcare Coverage.

While you may always select your *Medicare Advantage Plan* (during Open Enrollment), the proposed Settlement Agreement includes an automatic enrollment or default procedure when you transition from a pre-Medicare eligible Class Member (PMCM) to a Medical-eligible Class member with Medicare A and B (MECMAB). That procedure is summarized below:

### **ii. Automatic Enrollment or Default to *BCBSMMAP Option F***

If, immediately prior to becoming Medicare-eligible, you were covered under the *DPOA CB PPO Plan* or the *COPS Trust PPO Plan*, you'll be automatically enrolled in *BCBSMMAP Option F* when you obtain Medicare A and B.

Once enrolled in *BCBSMMAP Option F*, your monthly co-premium obligation will be zero (\$0) for so long as you receive a City pension and maintain Medicare A and B, and keep *BCBSMMAP Option F* as your coverage.

### **iii. If Automatic Enrollment or Default to *BCBSMMAP Option F* is Unavailable.**

If you were enrolled in the *DPOA CB PPO Plan* or the *COPS Trust PPO Plan* immediately prior to your Medicare eligibility but cannot be immediately enrolled in the *BCBSMMAP Option F* upon obtaining Medicare A and B, your coverage will be provided *only* under the *DPOA CB PPO Plan*. In such circumstances, you'll still have a zero (\$0) co-premium obligation.

Then, at the City's next Open Enrollment, you will be automatically enrolled in the *BCBSMMAP Option F*, unless you choose some other *Medicare Advantage Plan* and pay the applicable monthly co-premium required by the proposed Settlement Agreement.

### **iv. Automatic Enrollment or Default Generally**

If, immediately prior to becoming Medicare eligible, you had coverage *other than* the *DPOA CB PPO Plan* or *COPS Trust PPO Plan*, upon obtaining Medicare A and B, you'll be automatically enrolled into the *BCBSMMAP* that *most closely corresponds* to your pre-Medicare eligible plan, or the *BCN MAP*. (If you had *HAP HMO* immediately prior to becoming Medicare eligible, the automatic default procedure is different. It is explained below.) Once enrolled with these *BCBSMMAP* Plans, you must pay the co-premiums required by the proposed Settlement Agreement.

Listed below are the pre-Medicare coverages and the corresponding *Medicare Advantage Plans* into which you, if your pre-Medicare coverage was *other than* the *DPOA CB PPO Plan*, the *COPS Trust PPO Plan* or the *HAP HMO*, will be automatically enrolled upon becoming Medicare eligible:

- *BCBSM Traditional* -----> *BCBSMMAP Option E*
- *BCBSM CMM* -----> *BCBSMMAP Option G*
- *Blue Care Network HMO* -----> *BCN MAP*
- *COPS Trust Traditional* -----> *BCBSMMAP Option E*

If, prior to becoming Medicare-eligible, you had *HAP HMO* coverage, upon obtaining Medicare A and B, you'll be automatically enrolled in *Health Alliance Plan (HAP) Senior Plus Plan* and must pay the co-premium required by the proposed Settlement Agreement.

## **v. Coverage Selection After Automatic Enrollment or Default**

At the City's next and any subsequent Open Enrollment, you may remain in the *Medicare Advantage Plan* or the *HAP Senior Plus Plan* to which you were automatically enrolled. Or, you may enroll in any other *Medicare Advantage Plan* contained in the proposed Settlement Agreement, subject to the applicable co-premium obligations.

## **vi. The City's Discretion**

The City could, at its discretion, offer the *DPOA CB PPO Plan* to MECMAB in lieu of *BCBSMMAP Option F*. If that happens, MECMABs, who enroll in the *DPOA CB PPO Plan*, will have a zero (\$0) co-premium obligation for so long as they receive a City pension and maintain Medicare Parts A and B, and keep the *DPOA CB PPO Plan* as their Plan.

## **vii. If BCBSMMAP Is Discontinued**

If, for some reason, BCBSM fails to offer the *BCBSMMAP Option E, F, or G* the City must provide the MECMABs, who are enrolled in one of these plans, with the chance to choose the *DPOA CB PPO Plan* with its zero (\$0) co-premium obligation.

## **c. Prescription Drug Coverage**

### **1. Generic Drugs**

Any person eligible for any prescription drug coverage under the proposed Settlement Agreement, regardless of their Plan, **must use** generic prescription drugs, unless it's pre-determined by the insurer or plan administrator that it is medically necessary to use the brand-name drug or a generic-equivalent is not available.

### **2. Prescription Drug Co-Pays**

- a. The prescription drug co-pay is five dollars (\$5) for generic drugs and fifteen dollars (\$15) for brand-name drugs for a thirty (30) day supply if you're eligible for any prescription drug coverage under this proposed Settlement Agreement and are enrolled in any of the following coverages:

- *BCBSM Traditional; or*
- *BCBSM CMM; or*
- *BCN HMO; or*
- *HAP HMO; or*
- *COPS Trust Traditional; or*
- *COPS Trust PPO; or*
- *BCBSMMAP Option E and G; or*
- *BCN MAP; or*
- *HAP Senior Plus*

The drug co-pay for mail-order drugs under the above coverages is ten dollars (\$10) for generic drugs and thirty dollars (\$30) for brand-name drugs for a ninety (90) day supply.

- b. The prescription drug co-pay is ten dollars (\$10) for generic drugs and twenty dollars (\$20) for brand name drugs for a thirty (30) day supply if you're eligible for any prescription drug coverage under this proposed Settlement Agreement and are enrolled in the following coverages:

- *DPOA CB PPO Plan; or*
- *BCBSMMAP Option F*

The drug co-pay for mail-order drugs under these coverages is twenty dollars (\$20) for generic drugs and forty dollars (\$40) for brand-name drugs for a ninety (90) day supply.

### **3. Dental and Vision Benefits**

Dental and Vision Coverage includes only those dental and vision plans set forth in the *2007 Options Booklet* and is subject to the terms and eligibility requirements contained in that *2007 Options Booklet* and the proposed Settlement Agreement.

#### **a. Dental**

Generally, for eligible Class Members, the City will pay only an amount equal to the premium cost for the *Blue Cross/Blue Shield Dental "Traditional Plus Plan"*. Any premium cost exceeding the *"Traditional Plus Plan"* premiums are paid by you, not the City.

Those surviving spouses who are eligible for dental benefits under the proposed Settlement Agreement are only eligible for dental plans that would have been available to the retiree if they were still alive.

#### **b. Vision**

Generally, for eligible Class Members, the City will pay only an amount equal to the premium cost for the *Blue Cross/Blue Shield A-80 Vision Plan*. For certain Class Members, however, the *Blue Cross/Blue Shield VSP Vision Plan for LSA* is available and the City will pay the monthly premium cost for this *VSP Plan*.

Any premium costs exceeding the premiums for the *Blue Cross/Blue Shield A-80 Vision Plan* or, if you're eligible for it, the *Blue Cross/Blue Shield VSP Vision Plan for LSA* are paid by you, not the City.

Those surviving spouses who are eligible for vision benefits under the proposed Settlement Agreement are eligible only for the vision plans that would have been available to the retiree if they were still alive.

#### **D. SPOUSE AND DEPENDENT COVERAGE**

To be eligible for Healthcare Coverage under the Proposed Settlement Agreement, a spouse must be a Spouse-Class Member or Spouse of a Retiree-Class Member as those terms are defined in Section III C of the proposed Settlement Agreement.

To be eligible for Healthcare Coverage under the proposed Settlement Agreement, a dependent must be a Covered Dependent as that term is defined in Section III D of the proposed Settlement Agreement.

The Retiree-Class Member, Spouse Member, or Spouse of a Retiree-Class Member, must pay the entire premium for a Covered Dependent's Healthcare Coverage, except for Covered Dependents of Duty Disability Retirees.

#### **E. TWO-PERSON LIMITATION**

The City's obligation to contribute to healthcare premiums for family coverage is limited, in virtually all circumstances, to its share of the premium for two (2) persons. The two(2) persons are limited to the Retiree-Class Member and Spouse-Class Member or Retiree-Class Member and Spouse of a Retiree-Class Member only, as those terms are defined in Section III C of the proposed Settlement Agreement. The *only* exception to this two-person limitation is Duty Disability Retirees, who have not yet converted to a regular retirement and are receiving family coverage. But, once a Duty Disability Retiree converts to regular retirement, the City's premium obligation is limited to the City's share of the premium as described above.

#### **F. OPEN ENROLLMENT**

The City will provide an annual Open Enrollment. At each annual Open Enrollment, the City will provide you an opportunity to select your healthcare Plan. PMCM may select:

- the *DPOA CB PPO Plan* and the *BCBS CMM PLAN*; or
- *Other Coverages* described in the *2007 Options Booklet*, if they are still offered.

MECMAB may select:

- the *BCBSMMAP (Options E, F or G)*, so long as they are offered by BCBSM; or
- the *BCN Medicare Advantage Plan*, so long as it is offered by the carrier; or
- the *HAP Senior Plus Plan*, so long as it is offered by the carrier.

If you fail to make a Plan selection during Open Enrollment – whether you are a PMCM or a

MECMAB – you generally will remain enrolled in the Plan you were in *prior to* each annual Open Enrollment. There are some exceptions to this general procedure, however. So, please review the proposed Settlement Agreement itself.

Similarly, if your Plan is discontinued and you fail to make an alternative Plan selection during Open Enrollment, you'll be automatically enrolled in an alternative Plan under a procedure set forth in the proposed Settlement Agreement. If applicable, you must pay the monthly co-premium required by the proposed Settlement Agreement.

#### **G. DEFERRED VESTED RETIREES**

Deferred Vested Retiree (DVR) Class Members are entitled to Healthcare Coverage under the terms of the proposed Settlement Agreement. But, the City's premium contribution for certain DVRs is calculated under a two-step formula: First, the City's share of the premium obligation is determined by the coverage selected and the terms of the proposed Settlement Agreement. Secondly, the City's share of its premium obligation is reduced by four percent (4%) for each year of service less than twenty-five (25) years.

#### **H. OBJECTIONS AND HEARING**

The Court has scheduled a hearing before the Honorable Isidore B. Torres at the Wayne County Circuit Court. It will be held in Courtroom 1011, 10<sup>th</sup> Floor, Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan, at 2:00 p.m. on August 26, 2009.

This hearing will help the Court determine whether the proposed Settlement Agreement is fair, reasonable and in the best interest of the Class and whether to give final approval to the settlement. ***You don't have to attend the hearing.*** The attorneys for the Class will attend on behalf of the Class. But, you may appear at the hearing if you desire, with or without your own lawyer.

You may object to the proposed Settlement Agreement. To object, you must file a written objection in compliance with the procedure described in the next paragraph. If you file a written objection, you (or your personal lawyer) may address the Court at the hearing to explain your objections and why you believe the proposed Settlement Agreement should not be approved.

***Neither you (nor your personal attorney) may address the Court at the hearing, however, unless you file a written objection postmarked on or before August 20, 2009.***

Any objection should bear the following heading: "Alan F. Weller, et al v City of Detroit, Case No. 06-619737 CK, Objections to Proposed Settlement Agreement." The objection must be postmarked on or before August 20, 2009 and mailed to the Honorable Isidore B. Torres, Wayne County Circuit Judge, Courtroom 1011, 10<sup>th</sup> Floor, Coleman A. Young Municipal Building, Detroit, Michigan, 48226.

Class Members must also send copies of any objection to (1) Class Counsel, Christopher P.

Legghio, Martens, Ice, Klass, Legghio & Israel, P.C., 306 South Washington, Suite 600, Royal Oak, MI 48067, and (2) City Attorney, Kenneth S. Wilson, Fraser, Trebilcock, Davis & Dunlap, PC, One Woodward Avenue, Suite 1550, Detroit, MI 48226, Counsel for City of Detroit.

If the Court determines, after the hearing, that the proposed Settlement Agreement is fair and reasonable and in the best interest of the Class Members, the Court will enter a final judgment approving the settlement. Once final, that judgment will be binding on all Class Members who did not file a timely request to be excluded from the Lawsuit.

Any Class Member that doesn't file a written objection, as required by this Notice, shall be deemed to have waived his or her objection and shall be forever barred and precluded from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

***If you don't object to the Settlement Agreement, no action is necessary.***

**I. ADDITIONAL INFORMATION**

This Notice and the proposed Settlement Agreement document, without its attached and incorporated Exhibits, is being sent to all known Class Members. A copy of the **entire** Settlement Agreement, which includes all the attached and incorporated Exhibits such as the various benefit plans, certificates, riders, and lists referenced in the Settlement Agreement, is available on the website at [www.dpfretiree.com](http://www.dpfretiree.com) .

The entire Settlement Agreement, including Exhibits, may also be inspected during business hours at the Retired Detroit Police and Fire Association, 2525 East 14 Mile Road, Sterling Heights, MI 48310-5069

If you have questions about the proposed Settlement Agreement and the matters set forth in this Notice, please write or e-mail Class Counsel Christopher P. Legghio , Martens, Ice, Klass, Legghio & Israel, P.C., 306 S. Washington, Suite 600, Royal Oak, Michigan, 48076, [dpfretireeca@martensice.com](mailto:dpfretireeca@martensice.com).

**PLEASE DO NOT CONTACT THE COURT  
REGARDING THIS NOTICE OR MATTER.**

  
\_\_\_\_\_  
Hon. Isidore B. Torres  
Wayne County Circuit Judge