

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

JOHNNY REYNOLDS, et al.,)	
)	
Plaintiffs,)	
)	CIVIL ACTION NO.
v.)	CV-85-T-665-N
)	
ALABAMA DEPARTMENT OF TRANSPORTATION, et al.,)	Judge Thompson
)	
Defendants.)	

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Defendants Alabama Department of Transportation and State Personnel Department (hereinafter "Defendants"), on the one hand, and the certified Intervenor Contempt Relief Class, on the other hand, in the case of *Reynolds v. Ala. Dept. of Transportation*, case no. CV-85-T-665 (M.D. Ala.), this 6th day of February, 2017:

RECITALS

A. In 1998, the District Court certified an Intervenor class composed of all non-black employees of ALDOT. Intervenor have filed the following motions and pleadings: (i) Objections and Response to Plaintiffs' Motion for a Finding of Contempt and for Implementation of Goals (filed March 7, 1997) (ECF 1622), and (ii) Motion for Contempt Enforcement Through Race-Neutral Means, filed September 20, 1999 (ECF 4167) seeking, *inter alia*, relief for noncompliance with certain terms and provisions of Consent Decree I;

B. On April 6, 2001, the Intervenor class and Defendants entered into a partial settlement agreement resolving on a class-wide basis all claims for monetary relief through the date of the Fairness Hearing conducted by the Court on May 29, 2001. The Court approved the 2001 class settlement agreement, and the parties complied with said agreement;

C. The remaining articles of Consent Decree I expired on December 31, 2006;

D. The Court continues to hold in its registry a fund created when Defendant ALDOT paid civil contempt fines during the period from 2000 through 2004;

E. The remaining unresolved claims of the members of the Intervenor Contempt Relief Class regarding individual contempt relief relate to Article 15, paragraph 1 (reclassification). The District Court has addressed the reclassification claims in part. *See* ECF 8807 and 8883. The Special Master also addressed the reclassification claims on September 19,

2016. *See* ECF 9179. Objections to the 2016 decision are pending. ECF 9181.

F. Informed by the Special Master's recommendation and the Court's decisions to date, Intervenor and Defendants desire to settle and resolve all remaining individual contempt claims of the Intervenor Contempt Relief Class.

Now, therefore, in consideration of the mutual covenants set forth herein, the parties agree as follows:

AGREEMENT

1. Intervenor and Defendants agree that the sum of \$213,000.00 shall be released from the Court registry fine fund and \$1000.00 shall be paid to each of the 213 members of the Intervenor Contempt Relief Class identified in ECF 9087-4 in full resolution of all remaining claims for individual contempt relief concerning reclassification. The 213 non-black members of the Intervenor Contempt Relief Class are those members of the Intervenor class who were identified by Defendants as due to be reclassified based on April 1994 duties (*see* exhibit nos. DX2184 and DX2188 from January 1998 hearing; *see also*, ECF 8843, n.3); were employed by ALDOT after the May 29, 2001 Fairness Hearing; currently are employed by ALDOT or were employed by ALDOT before 2007; have been identified as having potentially valid claims for individual contempt relief for potential lost pay occurring after May 29, 2001, arising from Defendants' alleged failure to timely implement the reclassifications required by Article 15 of the 1994 Consent Decree; and were not in a higher classification than their proposed reclassification position as of May 29, 2001. Individual Intervenor class members meeting such criteria are listed on ECF 9087-4.

2. Both Notice of this Settlement Agreement and payment of the forgoing funds shall be administered and paid by Class Action Administration, LLC of Westminster, CO. The reasonable costs of such administration shall be paid from the contempt fine fund. Members of the Intervenor Contempt Relief Class receiving payments shall be responsible for payment of all taxes and fees of any sort payable as a result of their receipt of funds.

3. The forgoing payments shall not be considered in calculating retirement benefits for employees under the State Retirement System. Neither Defendants nor Intervenor shall make contributions to the State Retirement System as a result of such payments. No current retirees' benefits shall be adjusted because of such payments.

4. Intervenor release all further claims, demands, causes of action or requests for further relief, monetary or nonmonetary, compensatory or injunctive, whether for individual class members or for the class as a whole, for matters arising out of Defendants' previously adjudicated contempt of Consent Decree I, the 2000 civil contempt order or all past motions or other requests for contempt relief in the *Reynolds* litigation.

5. Intervenor and Defendants agree that the sum of \$150,000.00 shall be paid to Raymond J. Fitzpatrick, Jr. from the court registry fine fund and paid to Raymond P. Fitzpatrick, Jr. for all remaining attorney's fees and expenses of the intervenors that have accrued in this

litigation. Said payment shall be made by the Clerk within thirty (30) days of court approval of this agreement.

6. Intervenors further release any and all other claims against or interest in the contempt fine fund held by the Court except for the specific obligations provided for herein.

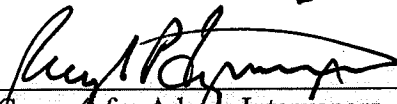
7. Intervenors, jointly with Defendants, shall seek approval of this Agreement by the Court as a class action settlement consistent with the provisions of Rule 23, F.R.Civ.P. This Agreement is contingent on its full approval by the Court.

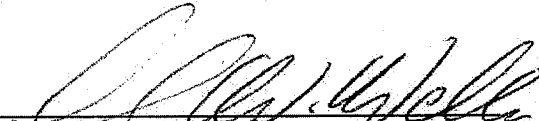
8. The parties to this Agreement shall promptly submit it to the Court for approval by joint motion with an appropriate proposed notice to the class. Notice of the proposed settlement shall be provided by email to all current ALDOT employees by ALDOT and first class mail to the last known addresses of the 213 persons identified in paragraph 1, above. The reasonable costs of such notice shall be paid from the contempt fine fund. All payments required under this Agreement, except attorney's fees paid as provided in paragraph 5, shall be disbursed by the Clerk and paid within ninety (90) days of Court approval of this Agreement.

9. Upon approval and full compliance with the Agreement, Intervenors shall be dismissed as a party to the *Reynolds* litigation and the Intervenor class shall be wholly dissolved.

10. The parties agree to jointly defend the lawfulness and validity of this Agreement should any person or party challenge it.

11. Should the Court reject this Agreement, the contempt claim dispute shall return to status quo ante, and the Intervenor Contempt Relief Class will be dissolved.


Counsel for Adams Intervenors


Counsel for Defendants