

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Civil Action No: 3:06CV181-MU**

**SUSAN LAND, RICKI PERKINS, TERRY
L. BEGLEY, PATRICIA CHITWOOD,
BRENDA JENKINS, MARY BARNES, and
JUDI TUBEL, on behalf of themselves and
all other similarly situated and/or
consenting persons,**

Plaintiffs,

v.

GASTON COUNTY, NORTH CAROLINA,

Defendants.

NOTICE OF SETTLEMENT

NOTICE OF PROPOSED SETTLEMENT OF WAGE CLAIMS

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

TO: Any individual who was employed as an EMT and/or EMT Supervisor with Gaston County at any time during April 17, 2004 through December 31, 2005.

THERE IS A PROPOSED SETTLEMENT OF A CASE THAT PERTAINS TO YOU.

IF YOU WISH TO RECEIVE A SHARE OF THE PROCEEDS OF THIS SETTLEMENT:

You need to complete and mail your attached Claim Form and the required attachments postmarked not later than August 21, 2007, in accordance with the instructions on the Claim Form.

IF YOU DO NOT WANT TO PARTICIPATE IN OR BE BOUND BY THIS SETTLEMENT:

You should not respond to this notice and you will not be bound by the settlement.

Pursuant to the Order of the United States District Court for the Western District of North Carolina entered on June 12, 2007, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

The parties in this lawsuit have reached a proposed settlement (the “Settlement”) of both State and Federal claims on behalf of any **individual who was employed as an EMT and/or EMT Supervisor with Gaston County at any time during April 17, 2004 through December 31, 2005.**

The Court has preliminarily approved the Settlement and approved the sending of this notice under the Fair Labor Standards Act. You have received this notice because information from GASTON COUNTY indicates that you may be eligible to participate in this Settlement. This notice informs you of your rights and options under the Settlement. To receive a payment under the Settlement, you must timely submit your Claim Form in accordance with the instructions on your Claim Form. Your Claim Form is Attachment 1 and is on green paper. Under the Settlement, if you timely submit a valid claim form you shall be bound by the Settlement.

I. BACKGROUND OF THE CASE

On April 17, 2006, the named plaintiffs SUSAN LAND, RICKI PERKINS, TERRY L. BEGLEY, PATRICIA CHITWOOD, BRENDA JENKINS, MARY BARNES, and JUDI TUBEL (“Plaintiffs”) filed a lawsuit against GASTON COUNTY, claiming that they and others similarly situated had not been paid compensation for overtime based on the hours they worked, and that they were owed such compensation plus liquidated damages, interest and penalties. They brought the action under the Fair Labor Standards Act, which is the federal wage and hour law on behalf of any current or former employees who were similarly situated to them.

GASTON COUNTY denies all of Plaintiffs’ material allegations. Specifically, GASTON COUNTY denies that Plaintiffs or any other members of the class is owed any compensation for minimum wage, overtime, liquidated damages, interest, penalties or other damages.

After good-faith negotiations, in which both sides recognized the substantial risk of an adverse result in the action for either side, Plaintiffs and GASTON COUNTY agreed to settle the action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is or shall be construed as an admission by GASTON COUNTY that Plaintiffs' claims in the action have merit or that it has any liability to any one based on those claims.

Plaintiffs and GASTON COUNTY, and their counsel, have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the Class Members' best interests.

II. SUMMARY OF THE SETTLEMENT

A. Who is included in the Settlement?

You are included in the Settlement if you are or were employed as an EMT and/or EMT Supervisor with Gaston County at any time during April 17, 2004 through December 31, 2005 and you timely file a valid Claim Form.

B. What will I receive from the Settlement?

GASTON COUNTY will make a payment to you in accordance with the Settlement if you timely submit a valid Claim Form. The amount of the payment will be determined based on your back wages for any hours you may have worked in excess of forty (40) hours per work week for which you were not paid at any time during the Class Period; provided however, you will be paid a minimum gross amount of \$225 in back wages if your actual back wages is equal to \$0 or another amount less than \$225. In addition to the back wages referenced above, you will

be paid liquidated damages in an amount equal to any back wages paid you pursuant to the Settlement. Your Claim Form is attached on green paper and provides you specific information about the amount you will receive. Required deductions for applicable tax deductions and withholdings will be made from these payments. If you have any issue with regard to the accuracy of the factual information on the Claim Form, you must submit a letter to Martin Starnes & Associates, 730 13th Avenue Drive, SE, Hickory, North Carolina 28602 by July 23, 2007. The letter must explain the basis of the claimed inaccuracy and enclose any documentation or information relating to it.

C. When will I receive my Settlement Payment?

If you timely submit a valid Claim Form, your payment will be made within twenty (20) days after the “Complete Settlement Approval” as specified in the Settlement Agreement.

D. What if I do want to be excluded the Settlement?

If you do not want to be included in or bound by the Settlement, then you must not return a Claim Form.

E. What happens if I do not respond to this Notice?

If you do nothing, you will not be bound by the terms of the Settlement and you will not receive any payment under the Settlement. If you wish to bring your claims under the Fair Labor Standards Act on your own, you must bring those claims within the applicable “statute of limitation” which in FLSA cases is 2 years (or 3 years if the violation was willful). The statute of limitation is also deemed to be tolled (or pauses) by the tolling agreement entered by the parties in this case from September 21, 2006 through the present.

F. How will the Settlement be administered?

The Court has appointed Martin Starnes & Associates, 730 13th Avenue Drive, SE, Hickory, North Carolina 28602, Telephone: (828) 327-2727, to act as an independent accountant (“Accountant”) and to resolve any issues concerning eligibility to participate in the Settlement and any eligible individuals’ share of the Settlement proceeds.

G. What claims are released as part of the Settlement?

If you timely submit a valid Claim Form, you will be bound by the Settlement, which includes the following release:

Upon Complete Settlement Approval and payment of the Settlement Amounts as agreed to each Class Member who elects to opt-in to the Action to participate in Settlement, that Class Member, for himself/herself, his/her heirs, executors, administrators and assigns, shall release and discharge Gaston County, its predecessors, successors, affiliates, assigns, directors, officers, trustees, administrators, employees, representatives, and agents (the “Released Parties”) from any and all actual or potential wage and hour claims, demands, actions, causes of action or liabilities, whether known or unknown, whether legal, equitable or administrative (i) all claims for unpaid wages; (ii) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (iii) any claims relating to wage and hour issues based on breach of any employment contract, whether express, implied or constructive; and (iv) any claims for additional compensation or benefits, including any wages, vacation or sick pay, bonus, health or medical benefits, or other benefits. (The Release by the Class Members provided for herein shall not include any claims against Gaston County arising after the date of the Complete Settlement Approval.)

H. Do I have to pay any attorneys' fees, costs or expenses?

As part of the final approval of the Settlement for the Class, Class Counsel will seek approval from the Court for payment from GASTON COUNTY of reasonable attorneys' fees, costs and expenses. GASTON COUNTY will pay reasonable attorneys' fees, costs and expenses to Class Counsel in the amount approved by the Court. The amount that you receive will not be decreased or affected by the amount of costs, expenses or attorneys' fees granted. You will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses or costs, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

III. PLAINTIFFS AND CLASS COUNSEL'S SUPPORT OF THE SETTLEMENT

Plaintiffs and Class Counsel support this settlement. Their reasons include the inherent risk of denial of class certification, the risk of loss or reduction following a trial on the merits, the inherent delays and uncertainties associated with litigation, and the lost value of the ultimate payout due to the lapse of time. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and possible appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

IV. WHAT ARE YOUR OPTIONS UNDER THE SETTLEMENT?

Your Options Are:

(a) To Participate In the Settlement and Claim A Share of the Proceeds:

To participate in the Settlement and receive a share of the Settlement proceeds, you must sign the enclosed Claim Form and return it to:

**Getman Law Firm
9 Paradies Lane
New Paltz, New York 12561
Telephone: (845) 255-9370**

To be valid, the Claim Form (including any attachments) must be completed in full. The Claim Form must be mailed and postmarked not later than August 21, 2007. If you timely submit a valid Claim Form, you shall be bound by the Settlement and any claims covered by the Release set forth above shall be dismissed with prejudice and judgment entered accordingly. If you fail to mail a Claim Form in the manner and by the deadline specified above, you will not receive a share of the Settlement proceeds and will not be included or bound by the Settlement. If you have any issue with regard to the accuracy of the information on the Claim Form, you must submit a letter to the Accountant in accordance with the instructions in Section II.B. above.

(b) To Exclude Yourself from the Settlement and Not Receive any Proceeds of the Settlement:

If you do not timely submit a valid Claim Form in accordance with the specific instructions in Subparagraph (a) above, you will not receive a share of the Settlement proceeds and will not be included in or bound by the Settlement.

V. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed SETTLEMENT AGREEMENT entered into between Plaintiffs and GASTON COUNTY. You may get more information about the Settlement, including the SETTLEMENT AGREEMENT, by contacting Dan Getman,

Named Plaintiffs' Counsel, at (845) 255-9370. **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**