

IN THE CIRCUIT COURT FOR MADISON COUNTY, ALABAMA

JANICE INGALLS, <i>et al.</i>,)
)
Plaintiffs,)
)
v.) Case No. 47-CV-2016-000012
)
DEBORAH BARNHART, <i>et al.</i>,) CLASS ACTION
)
Defendants.)

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

**THIS NOTICE RELATES TO A CLASS ACTION LAWSUIT THAT MAY
AFFECT YOU AND YOUR LEGAL RIGHTS**

PLEASE READ CAREFULLY

WHAT IS THIS NOTICE ABOUT?

You are receiving this notice because you may be a member of a class action lawsuit that alleges that employees of the Alabama Space Science Exhibit Commission (the “Commission”) and the U.S. Space & Rocket Center Education Foundation (the “Foundation”) who worked at the U.S. Space & Rocket Center may not have properly received compensation for working holidays recognized by the State of Alabama under Ala. Code § 1-3-8.

The Parties to the lawsuit have reached a proposed settlement (the “Settlement”) of the case that may result in a payment to you if you clocked in to work at least one shift at the Space & Rocket Center on any of the holidays recognized by Ala. Code § 1-3-8 from 2009 to the present. This notice is to advise you of (i) the terms of the Settlement; (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing (the “final Fairness Hearing”) to consider whether to grant final approval of the Settlement to be held on **October 18, 2024, at 9:00 a.m.** before the Honorable Chris Comer, Courtroom #2, Madison County Courthouse, 100 Northside Square, Huntsville, AL 35801.

**If you received this notice about the Settlement in the mail, then you have been
identified as a potential Class Member according to the Parties’ records.**

WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in this lawsuit are former employees of the Commission and the Foundation who worked at the U.S. Space & Rocket Center. The named Plaintiffs, and Class Representatives, are Janice Ingalls, Kamara Bowling Davis, Sandra Mangrum, Jaclyn Sabrina Teal, and Dana Aycock. The Defendants are Deborah Barnhart, Louis Ramirez, Vickie Henderson, Brooke Balch, Jennifer Crozier, Brenda Carr, Kimberly Robinson, Brenda Perez, Derrik Landman, and the U.S. Space & Rocket Center Education Foundation (the “Space & Rocket Center Parties”).

The Plaintiffs claim that, as employees of the Space & Rocket Center, they were employees of the State of Alabama and that they were accordingly entitled to compensation for working on the state holidays enumerated in Ala. Code § 1-3-8. The Plaintiffs claim that they worked on six state (6) holidays as established by Alabama law. The Plaintiffs also claim that they received less than the statutory amount of longevity pay due to state employees under Ala. Code § 36-6-11(a). Finally, Plaintiff Teal claims that as an employee of the Foundation working at the Space & Rocket Center, she was unable to elect to participate in state health and retirement benefits available to Commission employees working at the Space & Rocket Center pursuant to Ala. Code § 41-9-432(13).

The Court previously allowed this case to proceed as a class action as to Plaintiffs’ claims for holiday pay and longevity pay. The Space & Rocket Center Parties deny all the allegations made by Plaintiffs in the Lawsuit and maintain that the holidays established in Ala. Code § 1-3-8 do not apply to the Commission or the Foundation and that they are therefore not required to provide those holidays to employees of the Space & Rocket Center. The Space & Rocket Center Parties also maintain, and the Plaintiffs acknowledged, that the Commission ultimately paid the proper amount of longevity pay to those employees who were entitled to longevity pay under Alabama law. Following several years of litigation, the Parties decided to settle the case in light of the expense and risk involved with further litigation, trial, and appeals. The Proposed Settlement ensures that affected Class Members will get timely compensation and relief to the extent that they qualify.

As part of the Settlement, the Plaintiffs agree, on behalf of themselves and the class, to release any and all claims they may have against the Space & Rocket Center Parties, Foundation, or the Commission related in any way to the payment of holiday pay or longevity pay; or related in any way to the ability of Foundation employees to elect to participate in state health or retirement benefits pursuant to Ala. Code § 41-9-432(12).

WHO IS PART OF THE PROPOSED SETTLEMENT?

As explained above, the Court previously certified this case as a class action as to Plaintiffs’ claims for holiday pay and longevity pay. Accordingly, all members of the class

as certified by the Court and who did not previously request exclusion from the class are part of the proposed Settlement:

All former and current employees of the Commission who, from 2009 to the present, have received or are receiving longevity pay under the Commission's compensation policy; and

All former and current employees of the Commission who, from 2009 to the present, worked on the following state holidays: George Washington's birthday, Thomas Jefferson's birthday, Confederate Memorial Day, Jefferson Davis's birthday, Columbus Day, Veterans Day, and American Indian Heritage Day.

The class also includes certain employees of the Foundation who worked at the Space & Rocket Center on one of the holidays listed above.

As explained herein, to participate in the Settlement, Class Members must: (1) affirm in writing that they clocked in to work at the Space & Rocket Center on at least one of the holidays listed above; and (2) identify, to the best of their recollection, the holidays on which they clocked in to work at the Space & Rocket Center. Employees or former employees of the Space & Rocket Center received with this notice a claim form on which they may identify the holidays on which they worked.

As noted above, current and former employees of the Space & Rocket Center who previously requested to be excluded from the Class Action are not included in the Class or the proposed Settlement.

The Settlement will not be final, and claims will not be paid, until the Court enters an order approving the Settlement and after the deadline for and conclusion of any appeals of the Court's order. The Court will hold a hearing regarding the Settlement at which it will consider any objections to proposed settlement before it decides whether to approve it.

WHAT ARE THE KEY TERMS OF THE PROPOSED SETTLEMENT?

1. **Settlement Amount.** The Space & Rocket Center Parties have agreed to establish a Settlement Fund consisting of one million five hundred thousand dollars (\$1,500,000) to compensate class members who timely submit claims. Class members must submit a valid and completed Claim Form to the Space & Rocket Center Parties or the attorneys for the Space & Rocket Center Parties to demonstrate their eligibility to receive payment. The Claim Form is included with this Notice. As explained above, the Claim Form submitted must contain: (1) an affirmation by the employee or former

employee of the Space & Rocket Center that he or she clocked in to work at least one shift on a state holiday; and (2) an identification, to the best of his or her recollection, of the state holiday(s) on which the employee or the former employee of the Space & Rocket Center worked. To receive compensation, the employee or former employee of the Space & Rocket Center must submit their completed Claim Form within ninety (90) days of the date the Space & Rocket Center Parties mailed this Notice. The Class Members who establish an eligibility for compensation may elect to receive payment via a check or may elect to donate their award to the Foundation.

2. **Incentive Awards to Class Representatives.** To compensate the Class Representatives for their efforts in representing the class, the Space & Rocket Center Parties agree to pay each of the five (5) Class Representatives one thousand five hundred dollars (\$1,500) from the Settlement Fund.

3. **Maximum Amount of Claims Awards.** The Space & Rocket Center Parties, through their records, have identified all potential class members. A Class Member who submits a valid claim for payment will receive payment based on the amount of time they worked at the Space & Rocket Center. Class Members who worked at the Center for up to one year may receive \$100; Class Members who worked at the Center for at least one year but less than two years may receive \$250; Class Members who worked at the Center for at least two years but less than four years may receive \$500; Class Members who worked at the Center for at least four years but less than seven years may receive \$750; and Class Members who worked at the Center for at least seven years or more may receive \$1,000. In the event the total amount of payable Claim Awards received at the end of the Claims Period exceeds the Settlement Fund, then Claim Awards will be reduced pro rata. The amount paid on timely and valid claims will not be reduced by any Court-awarded attorneys' fees or expense reimbursement.

4. **Attorneys' Fees.** In addition to creating and funding the Settlement Fund, the Space & Rocket Center Parties agree to pay Class Counsel six hundred thousand dollars (\$600,000) in fees and expenses to compensate the Plaintiffs' attorneys for the fees, expenses, and costs they incurred in litigating the case over the last eight (8) years.

5. **Settlement Administration.** The Space & Rocket Center Parties, and/or their attorneys, will review claims submitted by potential Class Members and determine whether those individuals are entitled to compensation. If the Space & Rocket Center Parties determine that an individual is entitled to compensation, the Space & Rocket Center Parties will either (1) mail a check to that person; or (2) donate that person's Claims Award to the Foundation if that person so elects.

6. **Release of Claims.** As consideration for the Settlement, the Plaintiffs, on their behalf and on behalf of all class members who did not previously request exclusion from the class, agree to release any all present or future claims they may have against, among others, the Space & Rocket Center Parties and/or the Commission relating in any

way to:: (1) the payment of holiday pay; (2) the payment of longevity pay; or (3) the ability of employees of the Foundation who work at the Space & Rocket Center to elect to participate in state health or retirement benefits.

WERE DONOR FUNDS USED TO SETTLE THIS LAWSUIT?

No. No donor funds were used to settle this lawsuit, either to establish the Settlement Fund or to pay Class Counsel's fees.

IS THE PROPOSED SETTLEMENT FAIR, ADEQUATE, AND REASONABLE?

The Parties agree that the Settlement Fund will fairly and adequately compensate Class Members for their alleged damages. If, instead, this case proceeded to trial, the time until Class Members would obtain relief would be substantially delayed. Even if the Plaintiffs prevailed at trial, that verdict might be appealed, resulting in even further delay to the final resolution of the case, and the time at which Class Members would receive any compensation.

Furthermore, there is risk in continuing with litigation. The Court has not yet decided in favor of either side in this case. It is not clear whether the Alabama state holidays apply to the Space & Rocket Center. The class potentially includes thousands of current and former employees, and the Plaintiffs would bear great difficulty and expense in proving at trial that those individuals are all entitled to compensation. If this case continues to be litigated, the risks concerning the contested factual and legal issues of liability, and the remedy available, are extensive.

WHAT ARE MY OPTIONS?

All current and former employees of the Space & Rocket Center who did not previously request to be excluded from the Class Action will be bound by the Settlement and will be barred from filing a lawsuit against the Space & Rocket Center Parties or the Commission for any reason related to: (1) the payment of holiday pay for working on state holidays; (2) the payment of state longevity pay; or (3) the ability of employees of the Foundation who work at the Space & Rocket Center to elect to participate in state health and retirement benefits.

If you are an eligible Class Member, you have the following options:

1. **Submit a Claim for Compensation.** All current and former employees of the Space & Rocket Center who clocked in to work at least one shift on at least one state holiday may submit a claim for compensation. A Claim Form is attached to this notice. To establish an entitlement to compensation, you must complete the required information on the form, including identifying, to the best of your recollection, the state holiday(s) on which you clocked in to work at least one shift. To receive compensation, you must submit

the form by **November 1, 2024**. You may elect to receive compensation via check or may elect to donate your award to the Foundation.

2. **Object to the Settlement.** Class Members have the right to object to any part of the Settlement and the Court will consider those views. If you object, then you must object by **October 8, 2024**. You do not need a lawyer to object to the Settlement, but you are free to hire one at your sole expense. To object to the Settlement, you must submit to both the Court and to Counsel for the Parties your objection, which must include the following written materials: (1) a caption or title that identifies it as "Objection to Class Settlement in *Janet Ingalls, et al., v. Deborah Barnhart, et al.*, Case No. 47-CV-2016-000012.00 (Circuit Court of Madison County, Alabama); (2) your full name, signature, home address, and telephone number, or other sufficient identifying information; (3) a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear; (4) a certification that you are a Class Member; (5) a statement of each objection asserted; (6) a detailed description of the basis and facts underlying and supporting each objection; (7) a detailed description of the legal authorities, if any, underlying and supporting each objection; (8) copies of exhibits and/or affidavits, if any, to be offered in support of the objection or during the final Fairness Hearing; (9) a list of all witnesses, if any, you may call to testify at the final Fairness Hearing, along with the address for each witness and a summary of each witness's anticipated testimony; (10) the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection; (11) document proof of membership in the Class; and (12) disclosure of any other class action settlements to which you or your agents or representatives, successors or predecessors have objected, including disclosing the number of times you have objected to a class action settlement within the preceding five years, the caption of each case, the counsel representing you in each prior objection, and a copy of any orders related to any prior objections. If the Court approves the Settlement over the objections of any Class Member, the Space & Rocket Center Parties will pay a Claims Award to any class member who properly objected after the Court approves the Settlement.

3. **Do Nothing.** Class Members may elect to do nothing. If you elect to do nothing, you will still be bound by the terms of the Settlement and may not later sue the Space & Rocket Center Parties or the Commission for any current or future claim you may have related to the subject matter of this lawsuit. If you elect to do nothing, your share of the Settlement Fund will revert to the U.S. Space & Rocket Center Education Foundation.

HOW DO I MAKE MY CHOICE?

If you wish to file a claim, a Claims Form is attached to this Notice. Please timely complete the Claims Form with the required information and submit it to:

ATTN: Space & Rocket Center Settlement
BUTLER SNOW LLP
200 West Side Square
Suite 100
Huntsville, Alabama 35801

If you wish to object, you must submit your objection (containing the materials identified above) to both the Court and to each of the addresses below:

ATTN: Space & Rocket Center Settlement
BUTLER SNOW LLP
200 West Side Square
Suite 100
Huntsville, Alabama 35801

R. Brent Irby
IRBY LAW, LLC
The Highland Building
2201 Arlington Avenue South
Birmingham, Alabama 35205
Telephone: (205) 936-8281
brent@irbylaw.net

Eric J. Artrip
Teresa Mastando
MASTANDO & ARTRIP, LLC
301 Holmes Ave. NE
Suite 100
Huntsville, Alabama 35801
Telephone: (256) 532-2222
Facsimile: (256) 513-7489
teri@mastandoartrip.com
artrip@mastandoartrip.com

HOW LONG DO I HAVE TO MAKE MY CHOICE?

If you wish to submit a claim for compensation, you must submit a completed Claims Form by **November 1, 2024**.

If you wish to object, you must submit your objection by **October 8, 2024**.

WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

The Settlement will not be final, and awards will not be paid, until the Court holds a hearing to determine whether to approve the Settlement. The Court will hold a hearing on **October 18, 2024, at 9:00 a.m.**, at which the Court will determine whether the Settlement is fair, reasonable and adequate and will hear any objections to the settlement submitted by Class Members. The final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

WHEN WILL I GET MY CHECK?

You will receive payment **only** if you submit a timely and fully completed Claims Form in accordance with this Notice. You will receive your check after the Court holds its final Fairness Hearing and after the time for any appeal of the Court's decision has passed or after any appeal is finally resolved in favor of this Settlement.

HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

The descriptions of the case, the Settlement, and the Settlement Agreement in this notice are only a general summary. In the event of a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of the 47th Judicial Circuit Court, Madison County, Alabama. Additionally, if you have questions about the Settlement, you may write, call, or email Class Counsel, listed below. Please be prepared to provide your name, address, and telephone number to Class Counsel:

R. Brent Irby
IRBY LAW, LLC
The Highland Building
2201 Arlington Avenue South
Birmingham, Alabama 35205
Telephone: (205) 936-8281
brent@irbylaw.net

Eric J. Artrip
Teresa Mastando
MASTANDO & ARTRIP, LLC
301 Holmes Ave. NE
Suite 100
Huntsville, Alabama 35801
Telephone: (256) 532-2222
Facsimile: (256) 513-7489
teri@mastandoartrip.com
artrip@mastandoartrip.com

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH
QUESTIONS ABOUT THE SETTLEMENT. PLEASE ADDRESS ALL
QUESTIONS TO ONE OF THE ATTORNEYS LISTED ABOVE.**