

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Amended *Hubbard* Class Action – Global Settlement Agreement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

If You Are Deaf or Hard of Hearing and Were A Postal Employee On or After November 14, 2001,

You Could Receive Benefits from a Class Action Settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A **\$4,550,000** settlement with the United States Postal Service (Postal Service) has been reached in connection with the following two proceedings:
 1. A federal court class action captioned as *Bruce C. Hubbard, et al. v. Patrick R. Donahoe, PMG*, Civil Action No 03-1062 (RJL/MJF) (D.D.C.) (*Hubbard* Class Action); and
 2. An Equal Employment Opportunity Commission (EEOC) administrative class action captioned as *Daniel Tighe, et al. v. Patrick R. Donahoe, PMG*, EEOC No. 320-2005-00065X; Agency No. 1E-801-0070-04 (*Tighe* Class Action).

In these two separate actions, Bruce C. Hubbard (Hubbard), Judy M. Schuld (Schuld), Grace J. Shirk-Emmons (Emmons), Lucy I. Stieglitz (Stieglitz), George R. Westenberger (Westenberger), James Gralund (Gralund), Daniel Tighe (D. Tighe), Susan Tighe (S. Tighe), Diane Whitener (Whitener), Arlen Whitsit (Whitsit), and Gail Walker (Walker) (collectively the “Class Representatives”) claim that between November 14, 2001 and October 19, 2012 the Postal Service:

3. denied them communication accommodations, including interpreters for critical workplace meetings and events;
 4. denied them telecommunications devices for the deaf (TTY) for phone communications;
 5. denied them emergency evacuation notification systems;
 6. subjected them to a hostile work environment and/or harassment due to their deafness or hearing impairment; and/or
 7. denied them promotional opportunities and/or assistance to pursue promotional opportunities within the Postal Service due to their deafness or hearing impairment.
- The Class Representatives and the Postal Service have reached a Global Settlement Agreement. In connection with the proposed settlement reached by the Class Representatives and the Postal Service (hereinafter the “Global Settlement Agreement”), the U.S. District Court for the District of Columbia (Court) has granted leave to the Class Representatives to file a Third Amended Complaint on behalf of the *Hubbard* and the *Tighe* class members (the “Amended *Hubbard*

Class Action”). The Court has authorized the parties to mail this Notice to all putative class members in the Amended *Hubbard* Class Action.

- The Global Settlement Agreement creates two separate classes: a “Damages Settlement Class” (for purposes of the monetary damages provided under the settlement) and an “Injunctive Settlement Class” (for purposes of the injunctive, programmatic relief provided under the settlement). The definitions of these classes overlap and many individuals will be members of both classes. However, there will be some individuals — namely, former employees of the Postal Service — who qualify only for the Damages Settlement Class.
- Under the damages provisions of the Global Settlement Agreement, you may be eligible for a monetary payment of at least two hundred fifty dollars (\$250) and likely more if you are Deaf or Hard of Hearing and you were employed by the Postal Service between November 14, 2001 and October 19, 2012.
- Under the injunctive provisions of the Global Settlement Agreement, the Postal Service has agreed to adopt policies and practices intended to improve the means by which the Postal Service provides reasonable communications accommodations to current Deaf and Hard of Hearing employees.
- The Global Settlement Agreement also includes provisions allowing Class Counsel — the attorneys who have represented the Plaintiffs — to recover attorneys’ fees and costs from the Postal Service (the “Fee Provisions” of the Global Settlement Agreement). The U.S. District Court for the District of Columbia has granted preliminary approval to the provisions of the Global Settlement Agreement that provide for monetary damages and injunctive, programmatic relief, as described in the two bullet points above (the “Non-Fee Provisions” of the Global Settlement Agreement). The Court has decided to reserve judgment in approving the Fee Provisions until after the fairness hearing that will be held in this case on January 22, 2013. The Court’s decision on attorneys’ fees and costs will not affect the amount of money damages that Eligible Damages Class Members receive under the formula set forth in the Global Settlement Agreement (described in response to Question #11 below).
- The Global Settlement Agreement will affect your rights, if approved. It includes a broad release of claims against the Postal Service. Accordingly, you will be precluded from pursuing certain individual claims against the Postal Service unless you take the steps described in this Notice to exclude yourself from the Global Settlement.
- You may object to any aspect of the Global Settlement Agreement to the Court. The Court will hold a hearing (the “Fairness Hearing”) to consider whether the settlement is fair, reasonable, and adequate, and to decide whether to give final approval to this settlement. If the Global Settlement Agreement is granted final approval by the Court, the Court’s judgment will be final and binding.

Your Legal Rights and Options in Connection With the Global Settlement

Submit a Claim Form to the Class Administrator	This is the only way to be eligible to receive the Settlement.
Exclude Yourself From The Global Settlement	If you are a member of the Damages Settlement Class and you affirmatively exclude yourself from the Settlement that provide for monetary relief, the Class Administrator requesting to be excluded from the Settlement, you will not receive any money damages. If you do not affirmatively exclude yourself

	file and/or continue to pursue similar claims for monetary relief. If you are a member of the Injunctive Settlement Class, you may affirmatively exclude yourself from the Global Settlement that provide for injunctive relief (see Question # 9 below).
Object/Comment	Write to the Court about any concerns you have about the Settlement.
Go to The Hearing	Ask to speak in Court about the fairness of the Settlement. must also submit a written objection and participate in the Fairness Hearing.
Do Nothing	If you do nothing, you will receive no benefits from the Settlement and you will give up certain rights to file or continue to pursue individual claims for relief which are similar to the claims in the Amended Settlement. However, if you are a current employee, you will continue to receive the benefits of the injunctive relief.

- These rights and options – **and the deadlines to exercise them**– are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Global Settlement Agreement. If the Court grants final approval and that determination is not appealed, class members will receive payments upon the completion of a claims process. **Please be patient.**

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Basic Information

1. Why is there a Notice?

You have a right to know about the proposed Global Settlement Agreement, and about your options, before the Court decides whether to grant final approval of the Global Settlement Agreement.

The Court in charge of the Amended *Hubbard* Class Action case is the United States District Court for the District of Columbia, and the Amended *Hubbard* Class Action is captioned as *Bruce C. Hubbard, et al., v. Patrick R. Donahoe*, Civil Action No. 03-106. The people who sued are called Plaintiffs, and the person they sued, the Postmaster General in his official role with the Postal Service, is called the Defendant.

2. What is the Amended *Hubbard* Class Action about?

This Global Settlement resolves all claims asserted in the Amended *Hubbard* Class Action. In the Amended *Hubbard* Class Action, the Plaintiffs allege that, between November 14, 2001 and October 19, 2012, the Postal Service: (1) denied them communication accommodations, including interpreters for critical workplace meetings and events; (2) denied them TTY for phone communications; (3) denied

them emergency evacuation notification systems; (4) subjected them to a hostile work environment and/or harassment due to their deafness or hearing impairment; and/or (5) denied them promotional opportunities and/or assistance to pursue promotional opportunities within the Postal Service due to their deafness or hearing impairment.

The Global Settlement does not mean the Postal Service violated any laws. The Postal Service denies it did it anything wrong.

3. Why is the Amended Hubbard Class Action being pursued as a class action?

In a class action, one or more people, called class representatives or named plaintiffs (in this case, Bruce C. Hubbard, Judy M. Schuld, Grace J. Shirk-Emmons, Lucy I. Stieglitz, George R. Westenberger, Daniel Tighe, James Gralund, Susan Tighe, Diane Whitener, Arlen Whitsit and Gail Walker) sue on behalf of people who have similar claims. All of these people may make their claims together in a “class” as “class members,” and one court resolves the issues for all class members who have filed a claim.

Who Is Covered By The Global Settlement?

To see if you are entitled to benefits from the Global Settlement Agreement, you first have to determine if you are an eligible class member under the terms of the Global Settlement Agreement. As described above, the Global Settlement Agreement creates two separate classes, including a “Damages Settlement Class” for individuals who are eligible for certain monetary relief (money damages) provided under the settlement (Eligible Damages Class Member) and an “Injunctive Settlement Class” for those individuals who are eligible for certain injunctive or programmatic relief provided under the settlement (Eligible Injunctive Class Member). Many individuals will be members of both classes. However, there will be some individuals — namely, former employees of the Postal Service — who qualify only for the Damages Settlement Class.

4. How do I know if I am an Eligible Class Member?

You are an **Eligible Damages Class Member** if it is determined that:

- You are Deaf or Hard-of-Hearing (as defined in response to Question #5 below);
- You were employed by the Postal Service at any time between November 14, 2001 and October 19, 2012; and
- During this time period: (1) you were denied reasonable communication accommodations, including interpreters, for critical workplace meetings and events; (2) you were denied TTY for phone communications; (3) you were denied emergency evacuation notification systems; (4) you were denied closed captioning on safety and training videos; (5) you were subjected to a hostile work environment and/or harassment due to your deafness or hearing impairment; and/or (6) you were denied promotional opportunities and/or assistance to pursue promotional opportunities within the Postal Service due to your deafness or hearing impairment.

You are an **Eligible Injunctive Class Member** if it is determined that you were employed by the Postal Service at any time between November 14, 2001 and October 19, 2012, you remain employed by the Postal Service at the time of this Notice, and you are Deaf or Hard-of-Hearing (as defined in response to Question #5 below).

5. Who is considered Deaf and Hard of Hearing?

For purposes of the Global Settlement Agreement, a Deaf employee is a Postal Service employee who meets the definition of Postal Service disability classification code 16 (total deafness with

understandable speech) or Postal Service disability classification code 17 (total deafness with inability to speak clearly).

For purposes of the Global Settlement Agreement, a Hard of Hearing employee is a Postal Service employee who meets the definition of Postal Service disability classification code 15 (total deafness in one ear or inability to hear ordinary conversation, correctable with a hearing aid).

6. I'm still not sure if I'm included.

If you are still not sure whether you are included in the Global Settlement Agreement, you can contact Class Counsel at 1-877-731-4867, or you can visit the website www.HubbardSettlement.com, call the Class Administrator at 1-866-478-3383 or send a letter to the Class Administrator at the following address:

Hubbard Settlement Class Administrator c/o Rust Consulting, Inc. PO Box 2396 Faribault, MN 55021-9096

7. May I submit more than one claim?

No. This Global Settlement resolves all claims contained in the Amended *Hubbard* Class Action. You can only submit one claim under the terms of the Global Settlement Agreement.

The Global Settlement Benefits

8. What does the Global Settlement provide for the Damages Settlement Class?

The Postal Service has agreed to provide \$4,550,000 to settle the Amended *Hubbard* Class Action (the Settlement Proceeds) with respect to the Damages Settlement Class. Under the Global Settlement Agreement, the Settlement Proceeds are to be distributed as follows: (1) a class fund of \$2,890,000 will be distributed to Eligible Damages Class Members who submit timely, complete Claim Forms (the Class Fund); (2) a reserve in the amount of \$110,000 will be allocated to cover costs and expenses of the Class Administrator (the Reserve); and (3) \$1,550,000 in attorneys' fees and costs will be paid to counsel representing the Class Representatives and the class in the Amended *Hubbard* Class Action (Class Counsel).

The Court has granted preliminary approval to the Non-Fee Provisions of the Global Settlement Agreement, including the damages. The Court has decided to reserve judgment in approving the Fee Provisions until after the fairness hearing that will be held in this case on January 22, 2013.

If any money remains in the Class Fund or the Reserve after all payments have been made to Eligible Damages Class Members and all expenses have been paid, such remaining funds, if any, shall be distributed *pro-rata* to each Eligible Damages Class Member who submitted a timely, completed Claim Form and who provided a valid address.

9. What does the Global Settlement provide for the Injunctive Settlement Class?

The Postal Service has also agreed to adopt various policies and practices intended to enhance the provision of reasonable communication accommodations to Eligible Injunctive Class Members. This type of non-monetary relief is referred to as injunctive relief. As part of this injunctive relief, the Postal Service will provide certain communications accommodations to Deaf and Hard of Hearing Employees who submit an oral or written request for a communication accommodation to their supervisor, manager or respective District Disability Coordinator.

- *Significant Workplace Events.* The Postal Service has agreed that it will make best efforts to provide an in-person sign language interpreter, for Deaf and Hard of Hearing Employees who

use ASL or another sign language equivalent as their primary means of communication for the following six workplace events: (1) during critical elements of the selection process including interviews and instructions for testing; (2) during formal training sessions; (3) during investigatory interviews that may lead to discipline and formal discussions with a supervisor on job performance evaluations or corrective actions; (4) during Combined Federal Campaign and savings bond drive kickoff meetings; (5), during limited Equal Employment Opportunity counseling sessions and for completion of paperwork for Office of Workers Compensation claims; and (6) during significant safety instruction, other than safety reminders. In the event that an interpreter is not available for one of these events, the Postal Service will reschedule the event for the employee with an interpreter or use Video Remote Interpreting (VRI) or another alternative communication accommodation. As a part of its best efforts obligation, the Postal Service shall ensure that every installation with one or more Deaf or Hard of Hearing Employees who use ASL or another sign language equivalent as their primary means of communication has either contracted with an Interpreter service for the provision of on-site interpretation for Presumed Workplace Events or, if a formal contract is not required, has otherwise made arrangements for an Interpreter service to provide on-site interpretation for the above workplace events. The presumption that an Interpreter will be provided for a Presumed Workplace Event may be overcome if the Postal Service can demonstrate that the Postal Service has undertaken diligent and timely efforts to obtain an Interpreter, including contracting with a local Interpreter service, but that no Interpreter is available due to the timing of the Presumed Workplace Event and/or the location of the installation at which the Presumed Workplace Event is to occur.

- *Provision of Communication Accommodations for Other Workplace Events.* The Postal Service has agreed that it will also provide communication accommodations to Deaf and Hard of Hearing Employees who use ASL or another sign language equivalent as their primary means of communication for the following workplace events: service talks of a duration in excess of five minutes; weekly safety talks; meetings to discuss work procedures, policies, assignments, or health benefit options and retirement issues; management initiated personnel actions; and specialized staff meetings for such employees. The possible reasonable communication accommodations for these events include the following, in descending order of priority: VRI, an in-person interpreter (only if requested and if the VRI is unavailable at the employee's installation), Ubi Duos or similar devices, or another reasonable communication accommodation, tool and/or technology. For Hard of Hearing Employees (self-identified to the Postal Service as Disability Status Code 15) who do not use sign language as their primary means of communication, the Postal Service will make best efforts to provide the following communication accommodations upon request: (1) Ubi Duo; (2) other communication tools or devices; and (3) written communications.

The Postal Service has also agreed to the following measures:

- *Contract with Interpreter Service.* The Postal Service will ensure that every installation with one or more Deaf or Hard of Hearing Employees has contracted with an interpreter or made other arrangements for an interpreter service to provide on-site interpretation when needed.
- *VRI and Video Phones Capabilities.* The Postal Service will provide at least one VRI unit or comparable tool at every Postal installation with one or more Deaf or Hard of Hearing Employees that has access to a high speed Internet connection or the Postal Service's Intranet system. It will also provide at least one video phone at every installation with five or more Deaf or Hard of Hearing Employees who use ASL.
- *Training Videos.* The Postal Service will ensure that all training or instructional videotapes or

films created after the date of the final approval of the Global Settlement Agreement will be open or closed captioned.

- *Visual Warning Lights/Industrial Equipment.* The Postal Service will ensure that visual warning lights are installed on all moving industrial equipment powered by electric motor or internal combustion motors in all Postal Service facilities employing Deaf or Hard of Hearing Employees in the regular work force.
- *Emergency Action Plan and Employee Alarm System.* The Postal Service will ensure that it develops and implements an emergency action plan for all its facilities nationally. The plan will address emergency alarm systems which will give Deaf and Hard of Hearing Employee's adequate warning in the event of an emergency.
- *Improve Training For Supervisors.* The USPS will ensure that all supervisors of Deaf or Hard of Hearing Employees obtain training regarding effective communication with Deaf or Hard of Hearing Employees, provision of qualified interpreters, and use of VRI/VRS equipment.

The Postal Service has also agreed to take the following steps designed to ensure that it complies with the terms of this Global Settlement Agreement and its obligation to provide reasonable communications accommodations to Deaf and Hard of Hearing Employees:

- *Toll-Free Number or Device.* The Postal Service will create a toll-free number or device that will allow Deaf and Hard of Hearing Employees to provide comments or register concerns about communication accommodation issues for a three (3) year period.
- *Postal Service Reasonable Accommodation Assistance Center.* The Postal Service has created an organizational unit known as the Postal Service Reasonable Accommodation Assistance Center (PRAAC) to monitor compliance with, and enforcement of the Global Settlement Agreement and to ensure that disabled employees, including Deaf and Hard of Hearing Employees, are provided reasonable accommodations.
- *District Disability Coordinator.* The ad hoc position of District Disability Coordinator will also be established and Deaf and Hard of Hearing Employees can raise concerns and issues about their accommodation(s) with this individual. Further, Disability Coordinators will now be members of the established District Reasonable Accommodation Committees (DRACs) and will work with the DRACs to ensure that a Deaf or Hard of Hearing Employee is receiving the communication accommodations provided for in his or her Communication Accommodation Plan.
- *Interactive Discussions with Deaf and Hard of Hearing Employees.* The District Disability Coordinators in each District will join the established DRAC in his or her District and will engage in interactive discussions with Deaf and Hard of Hearing Employees to discuss accommodation issues for individual Deaf and Hard of Hearing Employees in each District and to ensure that the Postal Service is in compliance with the provisions of this Global Settlement Agreement.
- *The Position of Ombudsman.* In addition, an independent Deaf and Hard of Hearing ombudsman (Ombudsman) will be established for a three (3) year period to monitor the Postal Service's compliance in providing the injunctive relief specified under the terms of the Global Settlement Agreement. The Ombudsman will receive concerns or comments from Deaf or Hard of Hearing Employees concerning issues relating to compliance with the injunctive relief terms of the Global Settlement Agreement and will forward these comments and concerns to the Postal Service for a response and/or resolution. The Ombudsman will also receive quarterly reports regarding the Postal Service's compliance with the terms of the Global Settlement

Agreement for a three (3) year period.

10. How much money can I get?

The precise amount of your actual payment cannot be determined yet. The amount of money you may be eligible to receive will depend in part on the total number of Eligible Damages Class Members who timely submit complete Claim Forms and the responses to the Claim Form. If you are an Eligible Damages Class Member, as defined in the response to Question #4 above, and you timely submit a complete Claim Form, you will receive a minimum payment of at least \$250. You may then be eligible for additional money depending upon the information contained in your completed Claim Form. The Class Administrator will determine how much money you are entitled to receive based on the information in your completed Claim Form and the distribution formula described in response to Question #11 below.

11. How will my payment be determined?

A Class Administrator retained by Class Counsel will review your Claim Form and determine: (1) whether you are an Eligible Damages Class Member, and if so, (2) how much money you will be entitled to receive from the Class Fund based on the information contained in your Claim Form and the distribution formula set forth below. If the Class Administrator determines that you are an Eligible Damages Class Member, you will be awarded at least \$250. This minimum distribution of \$250 will be awarded to all Eligible Damages Class Members who submit timely, complete Claim Forms. The remainder of the Class Fund will then be distributed to Eligible Damages Class Members in proportion to the number of shares awarded to each Eligible Damages Class Member by the Class Administrator, as set forth below. The Class Administrator will determine your proportional shares in accordance with the following formula:

- five (5) settlement shares for each month of employment that you were employed by the Postal Service between November 14, 2001 and October 19, 2012;
- one hundred (100) settlement shares if you were denied a request for a workplace accommodation for your deafness or hearing-related impairment on at least one (1) occasion between November 14, 2001 and October 19, 2012;
- one hundred (100) settlement shares if you were denied a request for workplace accommodation for your deafness or hearing-related impairment on more than three (3) occasions between November 14, 2001 and October 19, 2012;
- fifty (50) settlement shares if you were denied a promotional opportunity due to the failure of the Postal Service to provide a reasonable communication accommodation for your deafness or hearing-related impairment on at least one (1) occasion between November 14, 2001 and October 19, 2012;
- fifty (50) settlement shares if you have suffered emotional distress as a result of any of the actions listed above or as the result of workplace harassment due to your deafness or hearing-related impairment; and
- one hundred (100) settlement shares if you certify that you sought medical assistance as a result of emotional distress caused by the Postal Service's denial of your request for a workplace accommodation for your deafness or hearing-related impairment at any point between November 14, 2001 and October 19, 2012.

12. What will the Class Representatives Receive?

The Court has approved eleven (11) named Class Representatives for the Amended *Hubbard* Class Action. These Class Representatives have deferred their individual EEO complaints and any relief they were entitled to receive, for approximately ten (10) years. They have also dedicated substantial time

and energy to assisting Class Counsel in ensuring that the class was adequately represented. Because of these factors, the Class Representatives will each receive a service award of \$10,000 in addition to their proportional share as Eligible Damages Class Members based on their responses on the Claim Form.

How to Get Benefits – Submitting a Claim

13. How do I submit a claim?

In order to receive a settlement share payment from the Class Fund, Eligible Damages Class Members must complete the Claim Form attached to this Notice and return it to the Claims Administrator, postmarked by no later than sixty (60) days after the Court issues an Order Granting Final Approval of the Global Settlement. Claim Forms received later than the sixtieth (60th) day after the date the Court issues an Order Granting Final Approval of the Global Settlement will not be considered in any distribution of settlement proceeds. Claim Forms are being sent to you prior to the Court issuing an Order Granting Final Approval of the Global Settlement Agreement in an effort to expedite the settlement process. However, the deadline for you to mail Claim Forms is not until sixty (60) days after the Court issues an Order Granting Final Approval of the Global Settlement Agreement.

Eligible Injunctive Class Members do not need to do anything to receive the benefits of the programmatic or injunctive relief discussed above (e.g., interpreter services) in response to Question # 9. However, you will not receive any monetary relief (i.e., money damages) unless you complete the Claim Form and return it to the Class Administrator, **postmarked by no later than sixty (60) days after the Court issues an Order Granting Final Approval of the Global Settlement.**

In addition to completing and timely submitting a Claim Form, each Eligible Damages Class Member seeking to participate in the Global Settlement must complete and timely submit a release form (Release Form) before receiving his or her settlement share payment from the Class Fund. The Class Administrator will mail Release Forms to each Eligible Damages Class Member who is entitled to a share of the Class Fund within ninety (90) days after the date the Court enters an Order Granting Final Approval of the Global Settlement Agreement. The Release Form will specify for each Eligible Damages Class Member the amount of his or her settlement share payment as calculated using the distribution formula set forth in response to Question #11 above. The Eligible Damages Class Member must then return the Release Form to the Class Administrator on or before the return date indicated on the Release Form (which deadline will be thirty (30) days after the date on which the Class Administrator mails the Release Form). The Class Administrator will use the postmarked date on the envelope containing the Release Form to determine whether the Release Form was timely returned. The Eligible Damages Class Member's execution and return of their Release Form will release all of the Eligible Damages Class Member's claims against the Postal Service as alleged in the Amended *Hubbard* Class Action. **Only Eligible Damages Class Members, who have completed, signed and timely returned a Release Form shall be eligible to receive a monetary settlement share under the Global Settlement Agreement.**

If you are submitting a Claim Form and Release Form for someone who is deceased, you will need to provide a death certificate for that individual and proof that you are that person's legal representative. If no one has been chosen to be the legal representative, then you need to state this in the Claim Form, or submit a separate sworn statement explaining, why you think you will be appointed the legal representative of his or her estate. In either situation, you will also need to submit a Standard Form (SF) 1153 – "Claim For Compensation of Deceased Civilian Employee." The Class Administrator will send you an SF 1153 if needed.

In addition to the information above, if you are submitting a Claim Form for someone who has a physical or mental limitation, you will need to provide proof that you are that person's legal representative, or submit a separate sworn statement explaining why that person is not able to submit his or her own Claim Form and why you think you have the right to submit a Claim Form for that person.

14. Can I get help filing a claim?

Yes. You can get free help by contacting Class Counsel at 1-877-731-4867, or you can visit the website www.HubbardSettlement.com, call the Class Administrator at 1-866-478-3383 or send a letter to the Class Administrator at the following address:

Hubbard Settlement Class Administrator c/o Rust Consulting, Inc. PO Box 2396 Faribault, MN 55021-9096

15. What documentation is required to support my claim?

To be entitled to a monetary award, you must timely submit a complete, signed Claim Form and Release Form to the Class Administrator, as discussed more fully in response to Question #13 above.

16. When will I get my payment?

Payment will not be provided until the Court grants final approval of the Global Settlement Agreement, you have submitted your timely, completed and signed Claim Form and Release Form and after all Claim Forms are reviewed by the Class Administrator. The Postal Service will have until the one hundred ninety-fifth (195th) day after the date the Court issues an Order Granting Final Approval of the Global Settlement Agreement to mail settlement share checks to all Eligible Class Members who provided executed Release Forms. **Please be patient.**

Remaining in the Settlement

17. What happens if I do nothing?

If you do nothing, you will not get any money from the Global Settlement, but you will not be permitted to pursue past claims similar to those contained in the Amended *Hubbard* Class Action that are based on incidents or events that occurred prior to October 19, 2012.

18. What am I giving up by submitting a Claim Form and Release Form to obtain monetary relief (i.e., money damages)?

If the Court approves the Global Settlement Agreement as proposed by the parties, you will forfeit your right to initiate or pursue any individual claim that is similar to the claims contained in the Amended *Hubbard* Class Action **unless** you have effectively excluded yourself from the settlement in accordance with Question # 20. This means that, unless you exclude yourself from the settlement, as of the date the Court grants final approval of the Global Settlement, any similar claims that you may have will be extinguished; and the Postal Service will be forever released from liability to you for those claims. This global release of claims against the Postal Service will apply regardless of whether you submit a Claim Form and/or a Release Form. However, as noted above, you will **forfeit** your right to any money damages under the terms of the Global Settlement Agreement unless you submit a Claim Form and Release Form.

If the Court does not approve the Global Settlement Agreement, the Claim Form will have no effect. However, regardless of whether the Global Settlement Agreement is ultimately approved, rejected or voided, any Class Member who signs a Release Form will be deemed to waive all claims in the *Tighe*

Class Action, the *Hubbard* Class Action and/or the Amended *Hubbard* Class Action. The Postal Service has agreed to honor executed Release Forms (and provide the monetary and injunctive relief specified under the terms of the Global Settlement Agreement to class members who release their claims), regardless of whether or not the Global Settlement Agreement is approved, rejected, stayed or voided.

Excluding yourself from the monetary terms of the settlement

19. Am I permitted to exclude myself and sue the Postal Service for the same thing later?

Yes, if you are an Eligible Damages Class Member, you may exclude yourself from the provisions of the Global Settlement that provide monetary relief. You may do this if you do not want a payment from the Global Settlement and you want to keep the right to sue or continue to sue the Postal Service for money damages on your own based on the legal issues in this case. This is called excluding yourself — or “opting out” of the Damages Settlement Class.

However, even if you opt out of the Damages Settlement Class, if you are a current employee of the Postal Service who is an Eligible Injunctive Class Member, you may not exclude yourself from provisions of the Global Settlement Agreement that provide injunctive relief — i.e., the changes in policy that the Postal Service has agreed to implement that are described in response to Question # 9 above. You may only exclude yourself from the monetary relief portions of the Global Settlement.

20. How do I exclude myself from the Global Settlement?

To exclude yourself from the Global Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number,
- A statement that makes clear that you want to be excluded from *Hubbard v. Donahoe*, Civil Action No 03-1062, and
- Your signature.

You must mail your exclusion request, postmarked **no later than December 18, 2012**, to:

Hubbard Settlement Exclusions c/o Rust Consulting, Inc. PO Box 2396 Faribault, MN 55021-9096

21. If I don't exclude myself, can I sue the Postal Service for the same thing later?

No. Unless you exclude yourself from the money damages portions of the Global Settlement, you give up the right to sue the Postal Service for the claims that the Global Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Damages Settlement Class to continue your own lawsuit.

22. If I exclude myself, can I still get benefits from the Global Settlement?

You will not get any money if you exclude yourself from the monetary relief portions of the Global Settlement. However, to the extent you are an Eligible Injunctive Class Member, you will still benefit from the changes in policy that the Postal Service has agreed to implement pursuant to the Global Settlement.

The Lawyers Representing You

23. Do I have a lawyer in this case?

Yes. Thomas S. Williamson, Jr., Esq., of the law firm of Covington & Burling LLP, 1201 Pennsylvania Avenue, NW, Washington, DC 20004; Kevin Flesch, Esq., of the Law Office of Kevin Flesch, 333 W. Hampden Avenue, Ste. 710, Englewood, CO 80110; Elaine Gardner, Esq., of the Washington Lawyers' Committee for Civil Rights and Urban Affairs, 11 Dupont Circle, N.W., Suite 400, Washington, D.C. 20036; and James E. McCollum, Jr., Esq., of the law firm of McCollum & Associates, LLC, 7309 Baltimore Avenue, Suite 117, College Park, MD 20741, are your lawyers in this case, and they are referred to collectively as "Class Counsel." You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in Court for you in this case, you may hire one at your own expense.

24. How will the lawyers be paid?

Class Counsel has asked the Court to approve an award of attorneys' fees and expenses in the amount of one million five hundred fifty thousand dollars (\$1,550,000). The parties agreed to this sum in the Global Settlement Agreement to cover Class Counsel's attorneys' fees and reimbursement of expenses. Class Counsel has pursued these claims on behalf of Named Plaintiffs and the Class without receiving any compensation for its services or reimbursement of its out-of-pocket expenses, and the award that the parties have agreed to is substantially less than the approximately three million three hundred thousand dollars (\$3.3 million) in legal fees and expenses that class counsel has incurred over the course of the nine-year representation of the Named Plaintiffs and the Class. The Court has not yet granted preliminary approval of this part of the Global Settlement Agreement. The Court's decision on attorneys' fees and costs will not affect the amount of money damages that Eligible Damages Class Members receive under the formula set forth in the Global Settlement Agreement (described in response to Question #11 above).

If you choose to hire your own attorney, you need to remember that you will have to pay that attorney with your own money; and your attorney will have to follow the Court's orders in this case.

Commenting on the Global Settlement

You can tell the Court that you don't agree with the Global Settlement or some part of it.

25. How do I tell the Court what I think about the Global Settlement?

If you have comments about, or disagree with, any aspect of the Global Settlement, including the requested attorneys' fees, you may express your views in writing to the Court. The written response should include your name, address, telephone number, the case name and number (*Hubbard et al. v. Donahoe*, Civil Action No. 03-1062); a brief explanation of your reasons for objecting; and your signature. You must send your written response, if any, in writing to the Court at the following address:

The Honorable Richard T. Leon United States District Court for the District of Columbia 333 Constitution Avenue, N.W., Washington, DC 20001

You must file your written response with the Court by **December 3, 2012** to be considered timely. You also must send copies of your written responses to Class Counsel and Counsel for the Postal Service as follows:

Class Counsel:

Thomas S. Williamson, Jr., Esq. Covington & Burling, L.L.P. 1201 Pennsylvania Avenue, N.W., Washington, D.C. 20004

Kevin C. Flesch, Esq. Law Office of Kevin Flesch 333 W. Hampden Avenue, Ste. 710 Englewood, CO 80110.

Counsel for the Postal Service: Beverly Russell, Esq. Assistant United States Attorney

United States Department of Justice 555 Fourth Street, NW, Room E-4915 Washington, DC 20530

David B. Ellis, Esq. Chief Counsel, NELU Employment and Labor Law United States Postal Service
475 L'Enfant Plaza, SW, Room 6238 Washington, DC 20260-1149

Anyone who does not timely file a response objecting to the terms of the Global Settlement Agreement in the foregoing manner shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Global Settlement Agreement.

The Court's Fairness Hearing

26. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on the Global Settlement Agreement on January 22, 2013 at 11:00 a.m. at the United States District Court for the District of Columbia (333 Constitution Avenue, N.W., Washington, DC 20001) in the courtroom of the Honorable Richard J. Leon. There will be a sign language interpreter at the hearing. The Fairness Hearing may be moved to a different date or time without additional notice, so class members intending to attend the Fairness Hearing should (in addition to complying with all instructions and requirements above) confirm the date, time and location of the Fairness Hearing with Class Counsel or by checking for updates on www.HubbardSettlement.com. At this hearing the Court will consider whether the Global Settlement is fair, reasonable and adequate. The Court may also evaluate the Fee Provisions of the Global Settlement Agreement. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to grant final approval to the Global Settlement.

We do not know how long the Court's decision on whether to grant final approval of the Global Settlement Agreement will take after the Fairness Hearing is concluded. **Please be patient.**

27. Do I have to come to the hearing?

No. Your attendance is not required if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If either you or your personal attorney wants to attend the hearing, you may attend at your own expense. As long as any objection or written comment you filed was postmarked before the deadline, the Court will consider it.

28. May I ask for permission to speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intent to Appear in the *Hubbard, et al, v. Donahoe* class action case." The letter must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than December 3, 2012, and sent to the addresses listed in response to Question #25 above.

29. If the Court grants final approval to the Global Settlement, may I appeal its decision?

Yes, but only if you are:

(1) an Eligible Damages Class Member who has not opted out of the Global Settlement, and you have filed a **timely objection** to the Global Settlement Agreement by taking the steps discussed in response to Question # 25 above;

OR

(2) an Eligible Injunctive Class Member and you have filed a **timely objection** to the Global Settlement Agreement by taking the steps discussed in response to Question # 25 above.

If you meet these criteria, then you will have the right to appeal the Court's final order granting approval to the Global Settlement to the U.S. Court of Appeals for the District of Columbia Circuit.

Getting More Information

30. How do I get more information?

This Notice summarizes the Global Settlement. You can get more information about the Global Settlement by contacting Class Counsel at 1-877-731-4867. You can also visit the website www.HubbardSettlement.com, call the Class Administrator at 1-866-478-3383 or send a letter to the Class Administrator at the following address:

Hubbard Settlement Class Administrator c/o Rust Consulting, Inc. PO Box 2396 Faribault, MN 55021-9096

A copy of the Claims Form is attached to this Notice.

This Notice is only a summary of the Global Settlement and related matters, including the conditions under which any claims similar to those contained in the Amended *Hubbard* Class Action will be released. If there is any inconsistency between this Notice and the actual Global Settlement Agreement, the Global Settlement Agreement governs. More detailed information about this litigation, including the Global Settlement Agreement, key pleadings and filings of the Parties and the orders and rulings entered by the Court may be obtained on the *Hubbard* Settlement website at www.HubbardSettlement.com.

Again, the important deadlines are:

- **Last Day to Submit a Written Objection or Response to the Global Settlement: December 3, 2012.**
- **Last Day to Exclude Yourself From Global Settlement: Must be postmarked by December 18, 2012.**
- **Last Day to Submit a Claim Form: Must be postmarked within sixty (60) days of the Order Granting Final Approval of the Global Settlement Agreement.**
- **Last Day to Submit Release Form: Must be postmarked within thirty (30) days of the date on which it is mailed to you. (It is required to be mailed to you within ninety (90) days after the Court's entry of its Order Granting Final Approval of the Global Settlement Agreement.)**