

IN THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Baltimore Field Office

RONALD JANTZ, T. JAMEEL)		
MUHAMMAD, DONNA RING,)		
ELLEN ALTEMOSE and)		
KARL BALDWIN,)		
)		
Complainants/Class Agents,)	EEOC Case No.: 531-2006-00276X	
)		
v.)	Agency No: HQ-06-2518-SSA	
)		
CAROLYN W. COLVIN,)		
)		
Acting Commissioner, Social)		
Security Administration,)		
)		
Agency.)		
)		

SETTLEMENT AGREEMENT

1. This Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into between Complainants Ronald Jantz, T. Jameel Muhammad, Donna Ring, Ellen Altemose, and Karl Baldwin (“Complainants” or “Class Agents”), individually and on behalf of the Settlement Class defined below, and Carolyn W. Colvin, Acting Commissioner for the Social Security Administration, on behalf of the Social Security Administration, subject to the approval of the EEOC.

I. DEFINITIONS

2. As used in this Settlement Agreement, the following terms shall have the following meanings:

a. “Action” means the formal administrative complaints of discrimination by Ronald Jantz, pending upon a request for hearing before the Equal Employment Opportunity Commission (“EEOC”), to which T. Jameel Muhammad, Donna Ring, Ellen Altemose, and Karl Baldwin were subsequently added as Class Agents, and docketed in the Baltimore Field Office as EEOC Case No.: 531-2006-00276X.

b. “Claims Administrator” means Angeion Group. The Claims Administrator shall be engaged by Class Counsel and, as part of that engagement, shall sign a confidentiality agreement approved by SSA.

c. “Claim Form” means the forms provided for Settlement Class Members to submit under penalty of perjury in order to obtain a Settlement Award under this Settlement

Agreement. There are three sets of Claims Forms, attached hereto as Exhibits B and C (the latter includes forms denoted C(1) and C(2)). The Claim Form attached as Exhibit B will be used for the 571 current and former SSA employees who appear in SSA's personnel records as of August 2014 with a Targeted Disability code and who have already been identified in the Action as meeting the other criteria of the Class definition, as well as for Class Agents. Exhibit C(1) will be used for all other current and former SSA employees who appear in SSA's personnel records as of August 2014 with a Targeted Disability code. Exhibit C(2) shall be utilized for all other Settlement Class Members who are not described in the two foregoing sentences, who receive notice of the Settlement Agreement pursuant to the notice procedures set forth in paragraph 49 below. For those Settlement Class Members who are self-identified with a targeted disability vision code, the Claim Form will be provided in braille and/or audio CD, in addition to the format to which it is provided to other Settlement Class Members.

d. "Claims Submission Period" means the time period of ninety (90) days commencing on the date when the Class Notice and Claim Form are initially mailed or emailed to the Settlement Class Members, during which Settlement Class Members may submit their executed Claim Forms to the Claims Administrator in order to receive a Settlement Award under this Settlement Agreement.

e. "Class Agents" or "Complainants" means Ronald Jantz, T. Jameel Muhammad, Donna Ring, Ellen Altemose, and Karl Baldwin.

f. "Class Amount" means the sum of Six Million and Six Hundred Thousand Dollars (\$6,600,000.00), to be paid by SSA, which will be the fund from which any and all payments are made to Eligible Class Members (other than Service Awards to the Class Agents, which are addressed in Paragraph 44(a) below), and all fees and expenses of the Claims Administrator (as well as Class Agents' damages expert in providing assistance to the Claims Administrator) are paid.

g. "Class Counsel" means: (i) Berger & Montague, P.C., (ii) Disability Rights Advocates, (iii) Brown Goldstein & Levy, LLP, and (iv) Schneider Wallace Cottrell Konecky LLP.

h. "Class Notice" means the Notice of Proposed Class Action Settlement to be sent to the potential Settlement Class Members pursuant to the notice procedures set forth below after Preliminary Approval of the Settlement Agreement by the EEOC Administrative Judge. The form of the Class Notice shall be agreed upon by the Parties, and shall be submitted to the Administrative Judge for approval as an exhibit to the Motion for Preliminary Approval,

i. "Class Period" means the time period from August 22, 2003 to the date of the EEOC Administrative Judge's Preliminary Approval of the Settlement Agreement.

j. "Effective Date" means the first date after which there can no longer be timely challenges to the Settlement Agreement in any administrative or judicial forum. It shall occur only after the EEOC Administrative Judge has finally approved the Settlement Agreement and the time for which any appeals of the Final Approval Order have run without an appeal

being filed, or, if an appeal is filed, the final resolution of the appeals process. The Parties shall request that, in the proposed Final Approval Order, the EEOC Administrative Judge denote the specific dates or timeframes that correspond to any available challenges or appeals in any administrative or judicial forum.

k. “Eligible Class Member” means all Settlement Class Members who submit a timely and valid Claim Form to the Claims Administrator.

l. “Final Approval” means the second step in the two-step process described in 29 C.F.R. § 1614.204(g)(4) in which the EEOC Administrative Judge makes a finding that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class as a whole.

m. “Gross Settlement Amount” means the non-reversionary cash sum of Nine Million, Nine Hundred and Eighty Thousand Dollars and zero cents (\$9,980,000.00) described in Paragraph 43 below. The Gross Settlement Amount is the sole and exclusive source of funds for payments of any kind by SSA (other than with respect to the provision of notice as provided in Paragraph 49 below) related to this Settlement Agreement or the Action, whether for Settlement Class Member Settlement Awards, Claims Administration costs, attorneys’ fees and costs, interest, or cash payments of any kind; however, nothing in this Paragraph shall limit the Agency’s obligations to implement the agreed Programmatic Relief set forth below.

n. “Parties” means the Class Agents and SSA.

o. “Preliminary Approval” means the first step in the two-step process described in 29 C.F.R. § 1614.204(g)(4), in which the EEOC Administrative Judge makes a tentative finding that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class as a whole.

p. “Reasonable Accommodation” has the meaning set forth in 29 C.F.R. § 1630.2(o).

q. “SSA” means the Social Security Administration and its Commissioner or Acting Commissioner.

r. “Settlement Agreement” or “Agreement” means this Agreement and its Exhibits.

s. “Settlement Award” means the payment that each Eligible Class Member shall be entitled to receive pursuant to the terms of this Agreement.

t. “Settlement Class” or “Class” means all current and former employees with targeted disabilities at the Social Security Administration who, between August 22, 2003 and the date of the EEOC Administrative Judge’s Preliminary Approval of the Settlement Agreement, have applied for and made a Best Qualified List for promotion, but were not selected for promotion. A “promotion” described in the foregoing sentence may be lateral. Every

individual who is a member of the Settlement Class is a “Settlement Class Member,” and every individual who receives a Settlement Award is a “Settlement Class Member”.

u. “TDE” means a current or former employee of SSA with a targeted disability, meaning, as defined by the EEOC: deafness, blindness, missing extremities, partial paralysis, complete paralysis, convulsive disorders, mental retardation, mental illness, and genetic and physical conditions affecting limbs and/or spine. *See Equal Employment Opportunity Management Directive 715 (“EEOC MD-715”), Appendix A, October 1, 2003.* Some of this terminology has since been updated. The Parties agree that the OPM Standard Form 256 codes representing targeted disabilities are: 16, 17, 18, 21, 23, 25, 28, 30, 32-38, 64-68, 69, 71-78, 79, 82, 90, 91, and 92.

II. RECITALS

3. Class Agent Ronald Jantz sought EEO counseling on August 22, 2005 and September 20, 2006, filed formal complaints of discrimination after seeking counseling, and later notified the Investigator that he desired to pursue his individual case as a class action. Mr. Jantz made a request for hearing to the EEOC Baltimore Field Office, where the matter was assigned to the Honorable David Norken, EEOC Administrative Judge. On September 25, 2006, the EEOC issued its Acknowledgment and Order for Class Certification in this matter. In 2007, Mr. Jantz retained Class Counsel to pursue his legal claims, and Class Counsel has continued to represent the Class Agents to the present.

4. Following a period of limited pre-certification discovery, expert reports and expert depositions, on June 27, 2008, Complainants filed a Motion for Class Certification. On October 8, 2008, the EEOC issued its Decision to Accept, Reject or Cancel Class Complaint, and ordered that the Class be certified.

5. On December 8, 2008, the Agency appealed the EEOC’s decision certifying the Class. On August 25, 2010, the EEOC Office of Federal Operations affirmed the class certification decision, and on January 4, 2011, denied the Agency’s motion for reconsideration.

6. On January 6, 2011, the Agency mailed notice of the class certification decision to the class as defined by the EEOC. Specifically, the Agency gave notice by: a) sending the notice electronically to all current employees who had identified themselves in SSA’s personnel records as having a targeted disability; b) mailing the notice by U.S. mail to all former employees who had identified themselves in SSA’s personnel records as having a targeted disability; c) posting a notice on the SSA intranet (under “News” on the main page with a link to the notice on OCREO’s page); and d) for vision impaired former employees, serving the notice in additional formats appropriate for the individual’s visual impairment, with an option to receive an audio CD.

7. On July 11, 2011, the Agency filed a Motion for Class Decertification. The Parties subsequently engaged in further discovery, including by exchanging updated data and expert reports, in connection with the Motion for Class Decertification. On March 10, 2014, the Administrative Judge issued a Memorandum and Order Ruling denying the Agency’s Motion for

Class Decertification, but left open the possibility that the decision could be challenged following a period of additional discovery.

8. The Parties thereafter sought and obtained a stay of the proceedings to allow the Parties the opportunity to engage in mediation. The Parties subsequently participated in four full days of mediation in Philadelphia, Pennsylvania over a period of approximately eight weeks, overseen by the Honorable Diane Welsh (Ret.), a former United States Magistrate Judge and an experienced JAMS mediator. Based on the Parties' intensive and arm's-length negotiations during this mediation process, the Parties agreed to this Settlement Agreement.

9. Class Counsel and Counsel for SSA have conducted relevant discovery and investigated the facts relating to the claims alleged and have made a thorough study of the legal principles applicable to the claims asserted against SSA.

10. The Parties have concluded that this Settlement Agreement is desirable in order to avoid the time, expense, and inherent uncertainties of further protracted litigation. Based upon the Parties' investigation, legal evaluation, and taking into account the sharply contested legal and factual issues involved, the Parties have concluded that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

11. NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the Parties, that this Action shall be settled, subject to the approval of the EEOC Administrative Judge, pursuant to the following terms and conditions:

III. RELEASES

12. Subject to the final approval of the EEOC and upon the Effective Date, in consideration of the benefits inuring to the Settlement Class Members and Class Agents that are set forth herein, the Settlement Class Members and Class Agents, together with their heirs, agents, successors, executors, and assigns, are deemed to have released claims and causes of action against SSA, its Commissioners or Acting Commissioners, its Deputy and Associate Commissioners, its CREO and OCREO officers and staff, and its employees and agents as follows:

a. All Settlement Class Members shall be deemed to release any and all claims and causes of action that have been or could have been asserted in this Action, or administratively, by reason of, or with respect to, or in connection with, or that arise out of, any of the matters alleged in the Action, including, without limitation, claims or causes of action that pertain or relate to, or that are based upon or challenge, policies or practices described in the Action that occurred at any time during the Class Period, whether under disparate impact theories, disparate treatment theories, or otherwise ("Released Claims"); and

b. Based upon the additional consideration in the form of service payments to the Class Agents, the Class Agents shall be deemed to additionally release any and all claims of any kind, that relate to their employment at SSA and arose at any time prior to the EEOC Administrative Judge's Preliminary Approval of the Settlement Agreement ("Class Agent

Released Claims”). Should any Class Agent Released Claims be pending following the Effective Date, the Class Agents shall withdraw or dismiss same with prejudice, and shall not further prosecute such claims. By signing this Settlement Agreement, Class Agents waive all rights and claims under the Age Discrimination in Employment Act (“ADEA”) of 1967, as amended, up until the EEOC Administrative Judge’s Preliminary Approval of the Settlement Agreement. To ensure compliance with the requirements of the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. § 626(f), the Class Agents, by signing this Settlement Agreement, agree that:

- (1) he/she understands that this waiver is part of a Settlement Agreement;
- (2) he/she has read and understood the Settlement Agreement;
- (3) he/she intends to waive any rights or claims under the ADEA as to matters raised in this Action as of the date of Preliminary Approval of this Settlement Agreement;
- (4) he/she does not waive any rights or claims that may arise after the date of Preliminary Approval of this Settlement Agreement;
- (5) he/she is waiving rights or claims in exchange for valuable consideration in addition to anything of value to which he/she is already entitled; and
- (6) he/she has consulted with Class Counsel before executing this Settlement Agreement.

Class Agent Released Claims shall not include any claims asserted by T. Jameel Muhammad in the currently pending action *Muhammad v. Colvin*, OFO APPEAL NO. 0120110577, EEOC Case Nos. 531-2010-0014X, 531-2010-0015X, AGENCY NOS. OCO-08-0787, OCO-08-0824.

c. Upon the Effective Date, all Settlement Class Members and Class Agents shall be enjoined from proceeding with any claims pending in any administrative, arbitral, or judicial forum, to the extent (but only to the extent) such claims include Released Claims (for Settlement Class Members) or Class Agent Released Claims (for Class Agents).

d. The Parties acknowledge that, in accordance with applicable regulations and Management Directive 110 (MD 110), although it is the individual’s choice whether or not to claim a Settlement Award, Settlement Class Members do not have a right to opt out of the Action or the Settlement Agreement. Should any Settlement Class Members nonetheless seek to opt out or otherwise exclude or exempt themselves from the Settlement Agreement and Release, the Parties will meet and confer concerning the request, and should SSA oppose the request, Class Counsel shall take no position. By signing the Settlement Agreement, the Parties agree to support the Settlement Agreement in all proceedings relating to Preliminary and Final Approval.

IV. PROGRAMMATIC RELIEF

13. The Parties agree to the programmatic relief set forth below. SSA agrees to orally provide the EEOC Administrative Judge *in camera* with detailed information concerning the estimated itemized costs associated with implementing the programmatic relief (including information that was provided to and relied upon by Class Counsel during the mediation). Class Counsel may estimate, in a general fashion without describing detail, the non-itemized total value of the programmatic relief in appropriate motions concerning the Settlement. The value of the programmatic relief is part of the valuable consideration for the parties’ Settlement

Agreement. It is expressly understood that monetary relief is not appropriate, and will be neither sought nor available, as a remedy for violations of the Programmatic Relief provisions of this Settlement Agreement (other than with respect to potential recovery of attorneys' fees and costs associated with enforcing the Programmatic Relief provisions of this Settlement Agreement in accordance with the dispute resolution provisions of Paragraph 41 below). Nothing in the foregoing sentence shall be construed to limit Class Agents' right, in accordance with the dispute resolution provisions in Paragraph 41 below, to seek enforcement of the Programmatic Relief provisions of this Settlement Agreement through specific performance.

14. The term of the programmatic relief provided in this Settlement Agreement shall be four years and six months beginning on the Effective Date. Thus, the EEOC Administrative Judge shall retain jurisdiction over this matter for a period of four years and six months beginning on the Effective Date for purposes of motions concerning compliance with the Settlement Agreement that a Party may bring pursuant to the Dispute Resolution provisions contained in Paragraph 41 below.

A. Reasonable Accommodation ("RA")

15. Creation of National Office (or Center). Within twelve (12) months from the Effective Date, SSA shall centralize its RA process, which is expected to facilitate accuracy, consistency and timeliness of RA decisions, by creating an official and centralized Office (or Center or other appropriate nomenclature to be determined by SSA) of Reasonable Accommodation (hereinafter, "Office of Reasonable Accommodation"). The Office of Reasonable Accommodation shall assist TDEs and all employees with disabilities with obtaining RAs where appropriate. This improved and enhanced RA process may facilitate TDEs and all employees with disabilities in obtaining appropriate accommodations to enable successful performance of required duties, which may enhance career opportunities and advancement.

16. National RA Coordinator. Within twelve (12) months from the Effective Date, SSA shall appoint a National RA Coordinator or similarly titled position (hereinafter, "RA Coordinator") who shall head the Office of Reasonable Accommodation. The RA Coordinator shall be a full-time employee of SSA and shall report directly to an SSA executive (*i.e.*, Associate Commissioner or higher). A draft of the job description for the RA Coordinator position shall be made available to the SSA Disability Board (discussed below), who may provide input. SSA may hire this person internally or externally. The RA Coordinator shall be responsible for the RA processes, procedures and training.

17. National RA Committee. Within eighteen (18) months from the Effective Date, SSA shall appoint a fully staffed "RA Committee" or similarly titled body, which shall consist of a multi-disciplinary team to assist the RA Coordinator consisting of (in addition to the RA Coordinator):

- a. a RA expert or experts;
- b. a vocational rehabilitation specialist or specialists;

- c. an attorney with RA expertise or training;
- d. a medical doctor with RA expertise or training;
- e. a first-line manager of the employee or applicant requesting the RA may participate as needed, although he/she will not be a member of the RA Committee *per se*; and
- f. any other individual with relevant experience that SSA or the RA Coordinator deems helpful to fulfilling the goals of the Office of Reasonable Accommodation.

18. Consistent with federal and SSA policies, SSA will give full consideration to individuals with disabilities and all employees who submit the appropriate request to serve on the RA Committee.

19. The RA Committee shall be chaired or led by the RA Coordinator. The RA Committee shall meet at least once per month and additionally as necessary to fulfill its duties. The RA Committee shall perform at a minimum the following functions:

- a. Oversees development of guidance documents for SSA, the RA Committee, and front line management;
- b. Receives and reviews RA requests directed to the Office of Reasonable Accommodation;
- c. May initiate RA process improvements that are not inconsistent with the other provisions of this Settlement Agreement;
- d. Receives and reviews suggestions and comments by SSA employees concerning the RA process, including those that are submitted via a telephone hotline and electronically through the SSA intranet (which are two methods that the Office of Reasonable Accommodation shall set up for this purpose); and
- e. Such other duties and responsibilities as the RA Coordinator shall assign.

20. Two-tier RA request process. Within eighteen (18) months of the Effective Date, the Agency shall implement a new RA request process, the general parameters of which shall include:

- a. Front line management and regional/component staff may review and approve initial and/or simple RA requests;
- b. Front line management will not issue any denials of requests they understand to be RA requests, but instead, will promptly send all suggested denials to the Office of Reasonable Accommodation for its review;

c. The Office of Reasonable Accommodation (*i.e.*, RA Coordinator and/or his/her designee(s)), shall be the only employees at SSA with the authority to deny an RA request, other than SSA employees to which the RA Coordinator and/or designee(s) report, including, without limitation, the Commissioner or Acting Commissioner;

d. The Office of Reasonable Accommodation will contact the SSA employee making the RA request in writing within 10 business days after receipt of a RA request by the Office of Reasonable Accommodation to indicate written receipt of the RA request by the Office of Reasonable Accommodation;

e. The Office of Reasonable Accommodation shall process the RA request as soon as reasonably practicable and no later than 45 days from the later of the date: (1) that the RA request is made; or (2) when all requested documentation has been provided by the employee making the RA request to the Office of Reasonable Accommodation. However, in appropriate circumstances, such as where there are external constraints (*e.g.*, SSA is awaiting information from a vendor on pricing, available stock, or the like), the Office of Reasonable Accommodation may advise the employee, within the time frame described in the preceding sentence, that the request remains pending and estimate the time required for completion of the request. The 45-day period includes the 10 business-day time frame in which the Office of Reasonable Accommodation must contact the employee making the RA request;

f. SSA will make available an accessible electronic procedure to enable employees with disabilities (including TDEs) to apply for a RA online, and to track their request for a RA online;

g. All RA requests and RA decisions handled by the Office of Reasonable Accommodation shall be tracked and recorded in an electronically-stored database maintained by the Office of Reasonable Accommodation. It is anticipated that this electronically-stored database will be essentially as described in Paragraph 23 below. Reports summarizing the activity of the RA Committee and a summary of the reasonable accommodation requests processed/granted/denied by the Office of Reasonable Accommodation, will be provided as part of the reporting to the SSA Disability Board on an annual basis during the term of this Agreement; and

h. If the RA Coordinator or his/her designee denies any RA request, the decision must be set forth in writing to the employee making the RA request, and the employee shall be afforded the opportunity to request reconsideration of the decision to the Office of Reasonable Accommodation, with or without additional supporting materials that were not previously provided.

21. National RA Guidance Policy Document. No later than 90 days after the first meeting of the RA Committee, the RA Coordinator will circulate draft RA guidance document(s) that, when finalized, will provide RA guidance for the Agency, the RA Committee, and front-line management. The RA Committee will take comments on the draft for 90 days from Class Counsel, and shall finalize the guidance document no later than seven (7) months after its first meeting. That guidance document may be amended over time as appropriate. A copy of the

National RA Guidance Policy Document and any amendments to it shall be available to the SSA Disability Board.

22. Specialized Training for RA Committee and Office of Reasonable Accommodation Staff. Training (or refresher training, as appropriate) for RA Committee members shall be provided on at least an annual basis, and may include training in the following areas:

- a. RA law and regulations;
- b. SSA policies and procedures;
- c. Availability of “common” RA solutions;
- d. Guidance for evaluating and responding to RA requests; and
- e. Use and functionality of automated tools utilized by employees with disabilities.

23. New RA Workload Management System. Within two (2) years of the Effective Date (which date may be extended by Class Counsel upon a showing that SSA made a good faith effort to comply with this deadline, with approval not to be unreasonably withheld), SSA shall fully implement a new system for the new RA workload management and data analysis. The new RA workload management system will be a web-based system that captures and tracks RA requests and decisions. This new system is expected to consolidate and replace the functionality of two existing legacy database systems, and is intended to facilitate diminishing RA request processing time, provision of accurate data, and checking by RA requesters on the status of pending RA requests (who will be able to check the status of their request electronically if they utilized the online RA request application, known as RA Wizard, in making their request). The new RA workload management system is intended to facilitate the ability of appropriate Agency officials to track formal pending RA requests (filtered by region or component). SSA intends to use the new RA workload management system to track formal RA requests or those not easily granted by a first-line manager on a nationwide basis and record decisions concerning RA requests requiring the expenditure of centralized funds.

B. Career Development

24. Individual Development Plans. On an annual basis during the term of this Agreement, SSA shall remind its current employees (including TDEs) of the availability of Individual Development Plans (“IDPs”). Specific information regarding the availability of IDPs and how to take advantage of them shall be included as part of the Notice of Proposed Class Action Settlement using language upon which the Parties agree.

25. Detail Selection Without Regard for RA. For all work details, candidates shall continue to be evaluated for selection without regard to whether they will require a RA to perform the detail.

26. Detail Virtual Options. For all work details, SSA shall evaluate the viability of virtual options that can be utilized by employees, including TDEs.

27. Workshops. During the term of the Settlement Agreement, SSA will offer employment workshops and training on career development, IDPs, and similar topics. Such workshops and trainings are open to participation by all employees, including TDE employees, within space, workload, geographical, and other considerations as appropriate.

28. Mentoring Programs. Mentoring Programs shall be available to SSA employees, including TDEs, consisting of two parts: (1) flash mentoring: group mentoring sessions in which employees can receive mentoring advice from a variety of leaders in a short period of time; and (2) traditional mentoring: employees are provided a single mentor with whom they maintain a relationship. Thus, if an employee is not interested in a traditional mentoring relationship, they may still benefit from the flash mentoring as an alternative.

29. Market opportunities through NACED. SSA shall not oppose Class Counsel's request to the EEOC Administrative Judge that the Notice of Proposed Class Action Settlement also include specific information in the form of an attachment or insert to the Notice of Proposed Class Action Settlement concerning the existence of the National Advisory Council for Employees with Disabilities ("NACED"), whose mission is to: address issues that affect persons with disabilities, end discrimination in employment for persons with disabilities, increase the representation of TDEs at all grade levels in SSA's workforce, and provide better assistance and service to SSA's customers with disabilities. The attachment or insert shall inform Settlement Class Members who are not currently members of NACED on how to join NACED and get on its mailing/email list. NACED consists of representatives from chapters at SSA Central Office in Baltimore, the Office of Disability Adjudication and Review in Falls Church, and in various regions of SSA. NACED can be a tool through which additional mentoring resources and other career opportunities may be made available or publicized for employees with disabilities, including TDEs.

30. National/Regional/Component Development Programs. SSA currently gathers data as to national development programs, including as to TDEs. During the term of this Agreement, SSA shall also gather data for any formal component/regional developmental programs as well.

31. Assistance in New Work Locations. Within 12 months of the Effective Date, SSA shall establish a point of contact in each region/component to assist employees with disabilities, including TDEs, with identifying community and SSA resources/supports in any new work location (e.g., for developmental rotations). SSA shall use good faith efforts to try to identify point of contact individuals with disability-specific information for a wide range of disabilities.

32. Technological Solutions for TDEs/EWDs. Within six (6) months of the Effective Date, and thereafter on an annual basis during the term of this Agreement, SSA shall analyze and report to the SSA Disability Board on potential technological solutions to make more public

contact positions available to TDEs/EWDs, *e.g.*, video technology for deaf/hard of hearing employees.

33. Process for Improvement. Within six (6) months after the time the RA Committee is staffed, SSA shall develop a process by which employees with disabilities, including TDEs, can submit concerns, comments, and/or recommendations for improvement to the Office of Reasonable Accommodation, including anonymously, if desired by the employee.

C. Training

34. Expansion of Mandatory Training. Beginning in Year 2 of the term of this Agreement, SSA shall provide annual mandatory training that covers at least the topics set forth below. SSA will consult with persons with disabilities when developing such trainings. SSA will verify the accessibility of all trainings prior to roll-out. SSA may, based on its experience and best practices existing at the time during the term of the Settlement Agreement, modify the contents of such training from time to time as appropriate to better further the goals of such training identified above.

a. Training for all employees:

- i. Update the current content of the Access to Success VOD or develop a new VOD to address end-to-end/lifecycle issues related to EWDs/TDEs.
- ii. Sensitivity Training specific to employees with disabilities (may be incorporated into Access for Success or the new VOD mentioned in para i above).

b. Training for managers and supervisors:

- i. RA process (including the process for handling and processing RA requests from employees, the timeframes for handling RA requests, the documentation required for handling RA requests, and the reporting of RA request outcomes to the Office of Reasonable Accommodation).
- ii. Schedule A.
- iii. Mentoring EWDs/TDEs in developmental programs.

35. Expansion of Training for EWDs/TDEs.

- a. Implement distance learning for EWD training committee.
- b. Ensure supplemental assistive technology training is developed for all current and future IT applications.

c. Establish a process whereby EWD/TDE training needs are considered early in the application lifecycle (to allow for the development of necessary supplemental assistive technology specific training material).

d. Establish feedback system that permits EWDs/TDEs to provide feedback on training and consider suggestions for improvements in a reasonably prompt fashion.

D. 508 Accessibility

36. Establishment of Structure for 508 Compliance. Within three (3) years after the Effective Date, SSA shall establish an SSA-wide governance structure for 508 compliance as to electronic content used by SSA employees. In connection therewith, SSA shall:

- a. Appoint a senior staff member to implement this governance process;
- b. Establish and begin implementing an overarching 508 policy defining roles, responsibilities, standards, procedures, and reporting responsibilities;
- c. Establish an Agency tracking repository and reporting to enable 508 compliance monitoring of electronic content used by employees;
- d. Revise the 508 complaint process;
- e. Expand the existing complaint form to address 508 data gathering needs;
- f. Clarify roles/responsibilities for managing 508 compliance issues;
- g. Broadly communicate the new complaint process;
- h. Expand 508 compliance training on creating accessible electronic content used by SSA employees;
- i. Establish mandatory training requirements for all content creators;
- j. Provide online training on how to author/test content;
- k. Increase and enhance 508 compliance testing;
- l. Establish testing requirements for all forms of electronic content;
- m. Establish accountability within each component to perform 508 testing;
- n. Provide expert testing resources.

E. The SSA Disability Agreement Implementation Board and Reporting

37. SSA Disability Agreement Implementation Board. Within 90 days from the Effective Date, SSA will appoint a Social Security Administration Disability Agreement Implementation Board (“SSA Disability Board” or “Board”) that shall include three members appointed by SSA and three members appointed by Class Counsel (who must be either representatives of Class Counsel or current employees of SSA in good standing). The Board shall discuss and consider the efficacy of the steps taken pursuant to the Settlement Agreement and suggest any modifications to the Settlement Agreement it believes are warranted. The Board may propose suggestions or studies to SSA that it believes are reasonable to address any implicit or other disability bias to which EWDs/TDEs may be subject in the workplace. Suggestions and proposals will be considered by SSA in good faith, but adoption of any such suggestions or proposals remains in SSA’s sole discretion, and there is no right to seek relief from the EEOC or otherwise based on any proposal or suggestion that is not already an obligation under this Settlement Agreement. The Board shall meet at least on a semi-annual basis by telephone or, if all members agree to do so, in person. None of the work of the Board may be publicized, nor any of the materials the Board receives disseminated (other than to Class Counsel or the Class Agents, in confidential fashion, and only for purposes of the work of the Board or to enforce compliance with this Settlement Agreement), nor may any of the materials the Board receives be used for any purpose other than the work of the Board or enforcing compliance with this Settlement Agreement. The Board will remain in effect during the term of the Settlement Agreement. Subject to supervisory approval for the particular time that leave is requested, any individuals appointed to the Board by Class Counsel who are SSA employees during their tenure on the Board will be allowed up to 24 hours of duty time per year, during the term of the Settlement Agreement, to participate in Board conference calls and to attend to Board matters.

38. Reports. Starting six (6) months after the Effective Date and at semi-annual intervals during the term of the Settlement Agreement, SSA will provide a confidential written report to Class Counsel and the Board that describes SSA’s activities performed in the preceding six months to implement the programmatic relief provisions set forth in this Settlement Agreement. Upon the request of Class Counsel or the Board, within thirty (30) days after the submission of any report, SSA will meet telephonically with Class Counsel and/or the Board to discuss the report and the status of the programmatic relief set forth in the Settlement Agreement.

39. Non-Discrimination Policy. On an annual basis during the term of the Settlement Agreement, SSA shall continue to issue written or email reminders to all of its employees concerning its non-discrimination policy, commitment to diversity and equal employment opportunity.

40. Non-Retaliation Policy. The Settlement Agreement and Notice of Proposed Class Action Settlement shall set forth SSA’s statement that it shall not retaliate against any of the Class Agents or Settlement Class Members for exercising any rights under the Settlement Agreement or for participating in this Action.

41. Dispute Resolution. If a Party at any time believes that the other Party has breached any provision of this Settlement Agreement, counsel for that Party shall notify counsel for the other Party in writing of the alleged violation (and such notice may be made by email to

counsel of record for the other party). Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) business days to correct the alleged violation and/or respond to the initiating party with the reasons why the Party disputes all or part of the allegations. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) business days to resolve their differences (they may, by agreement, allow additional time). If that process fails, and if the alleged breach is directed to SSA, Class Counsel will request that SSA participate in mediation with the Hon. Diane Welsh (Ret.) of JAMS (or, if she is unavailable, another JAMS mediator in Philadelphia). If SSA agrees to participate in that mediation, it shall be responsible for the first 8 hours of mediator fees. No Party shall be required to mediate for more than 8 hours unless the Parties agree on payment of the additional mediator's fees. If this mediation process does not resolve the dispute, then either Party may file an appropriate motion for enforcement of the Settlement Agreement with the EEOC Administrative Judge. The prevailing party shall be entitled to petition the EEOC Administrative Judge for reasonable attorneys' fees under applicable law.

42. Reasonable Modifications to the Programmatic Relief Made By Agreement. The Parties agree that reasonable modifications to the details of the programmatic relief provisions may be appropriate over time and as necessary to comport with applicable laws (*e.g.*, Title VII of the Civil Rights Act and 5 U.S.C. Chapter 71). The Parties may meet and confer and agree to such modifications by providing an appropriate notification to the EEOC Administrative Judge for his approval.

V. MONETARY RELIEF

43. Gross Settlement Amount.

a. Deposit. Within ten (10) business days after the Effective Date, SSA shall direct-deposit the Gross Settlement Amount of \$9,980,000.00 to a bank account controlled by and identified by Class Counsel. Prior to direct deposit of the Gross Settlement Amount, Class Counsel will provide documentary evidence to the Agency and the Administrative Judge denoting the individual (or company) who opened the account, the bank where the account is held, the routing and account numbers, and a list of all persons authorized to draw funds from the identified bank account. Thereafter, any interest on the Gross Settlement Amount will inure to the benefit of the Class. The Gross Settlement Amount is a lump-sum payment. SSA makes no representations regarding the taxability of the Gross Settlement Amount, or any disbursements from it (whether in the nature of payments to Settlement Class Members, payments to Class Agents, payments for attorneys' fees and costs, or otherwise).

b. Disbursement by Claims Administrator. All disbursements shall be made from the account designated in Paragraph 43(a). The Claims Administrator, which shall be engaged by Class Counsel, shall be the only entity authorized to make withdrawals or payments from said account.

44. Service Awards, Class Counsel Attorneys' Fees and Costs, and Claims Administration Costs. Subject to EEOC approval, the following amounts shall be paid by the Claims Administrator from the Gross Settlement Amount:

a. Class Agent Service Awards. Within three (3) business days following Class Counsel's receipt of the Gross Settlement Amount, the following service awards shall be paid by the Claims Administrator to the Class Agents in recognition of their efforts in prosecuting this Action and in consideration for their Class Agent Released Claims, and the Claims Administrator shall issue a Form 1099 for these payments to each Class Agent: Ronald Jantz (\$43,332.00); T. Jameel Muhammad (\$16,667.00); Donna Ring (\$16,667.00); Ellen Altemose (\$16,667.00); and Karl Baldwin (\$16,667.00). SSA shall not oppose these amounts, which were specifically negotiated by the Parties via mediation after the Class Amount was negotiated.

b. Class Counsel Attorneys' Fees and Costs. Within three (3) business days following Class Counsel's receipt of the Gross Settlement Amount, attorneys' fees in the amount of \$2,870,000.00 plus reimbursement of out-of-pocket costs in the amount of \$400,000.00 shall be paid by the Claims Administrator to Class Counsel out of the Gross Settlement Amount. These amounts will compensate Class Counsel for work already performed in this Action as well as all of the work remaining to be performed in this Action, including but not limited to documenting the Settlement, securing EEOC approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining dismissal of the Action. SSA shall not oppose these amounts for attorneys' fees and costs, which were specifically negotiated by the Parties via mediation after the Class Amount was negotiated. In no instance shall SSA be responsible for any other, or additional, attorneys' fees or costs in connection with any undertaking related to the Action or the Settlement Agreement (other than with respect to enforcement of the provisions of the Settlement Agreement as discussed in Paragraph 41).

c. Claims Administration Costs. The Claims Administrator's costs incurred in connection with administering this Settlement, as well as the costs and fees generated by the Class Agents' damages expert in assisting the Claims Administrator, shall be paid out of the Class Amount prior to the calculation of Settlement Awards to Eligible Class Members. The Claims Administrator shall provide Class Counsel with a statement detailing the itemized costs of administration, as shall the Class Agents' damages expert. The Parties, the Claims Administrator, and the Class Agents' damages expert shall cooperate in the settlement administration process and make all reasonable efforts to control and minimize the costs of administration of the Settlement.

45. Holdback Fund. In order to ensure the proper administration of this Settlement Agreement, a holdback fund in the amount of Two Hundred Thousand Dollars (\$200,000.00) shall be allocated from the Class Amount prior to the calculation of Settlement Awards to Eligible Class Members for payment of any agreed or allowed late claims that are made during the four month period following the Effective Date. If there are any amounts remaining in the Holdback Fund following this four month period that are not required for further Claims Administration Costs that arise in connection with such agreed or allowed late claims, they may

be used to pay for Class Counsel's attorneys' fees and costs that were incurred after the date of this Settlement Agreement.

46. Settlement Awards to Eligible Class Members. All Eligible Class Members (including the Class Agents) shall be paid a Settlement Award from the available Class Amount following the deductions set forth above for claims administration costs and the holdback fund. The Claims Administrator shall be responsible for receiving and reviewing all completed Claim Forms and determining eligibility for a Settlement Award. With assistance from the Class Agents' damages expert, the Claims Administrator shall also determine the amount of the Settlement Awards to be paid to Eligible Class Members. The Claims Administrator will issue a Form 1099 for any Settlement Awards to Eligible Class Members.

a. In order to receive a Settlement Award, a Settlement Class Member who has already been identified by the Parties as satisfying the class definition as certified by the EEOC (*i.e.*, one of the 571 Settlement Class Members identified by the Parties who appeared in SSA's personnel records as having self-identified with a TDE code and meeting the other criteria for Settlement Class membership, and also including the Class Agents), must only submit a valid and timely Claim Form that states that they wish to participate in the Settlement. These individuals will therefore receive the Claim Form attached as Exhibit B.

b. Other Settlement Class Members must apply to be an Eligible Class Member by returning and signing the applicable Claim Form attached as Exhibit C(1) or C(2), together with an SF 256 denoting a targeted disability code (a copy of which shall be supplied by the Claims Administrator to SSA), where applicable in accordance with the terms of the Claim Form, or reasonable medical documentation to establish a targeted disability, where applicable in accordance with the terms of the Claim Form. If the Claim Form (with supporting materials) is timely and valid, the individual becomes an Eligible Class Member.

c. Eligible Class Members' Settlement Awards shall be determined according to the following steps:

Step 1: All Eligible Class Members shall automatically receive 10 settlement shares.

Step 2: In addition, each Eligible Class Member who applied for a non-lateral promotion and was not selected from at least one Best Qualified List ("BQL") from which another SSA employee was actually selected (*i.e.*, a non-selection in which, had the individual been selected, he or she would have experienced an increase in GS level) ("Non-Lateral Promotion") shall receive additional settlement shares as set forth in the chart below for each month (a partial month shall be counted as a "month") that he or she worked at SSA based on the first year that he or she was not selected during the Class Period, up to the earliest of: a) the date that the individual actually received a non-temporary GS-level increase (regardless of whether the GS-level increase resulted from a competitive selection); b) the date that the individual stopped working at SSA; or c) the date of the Preliminary Approval Order. If an Eligible Class Member made multiple BQLs from which the Eligible Class Member was not selected during the Class Period, the year of the earliest denial of Non-Lateral Promotion shall be used. (For example, an Eligible Class Member who appeared on BQLs, but was not selected, in both September 2005

and September 2006, never received an increase in GS level from September 2005 onward, and is still employed at SSA, would receive 8 settlement shares for each month between September 2005 and the date of the Preliminary Approval Order.)

Year of Non-Selection	Settlement Shares Per Month
2003	8
2004	8
2005	8
2006	6
2007	6
2008	6
2009	4
2010	4
2011	4
2012	2
2013	2
2014	2

Step 3: Eligible Class Members who qualify for shares at Step 2 and who retired from SSA during the Class Period without receiving any non-temporary GS-level increase after the non-selection used to determine shares at Step 2 (i.e., the Eligible Class Member’s earliest Non-Lateral Promotion non-selection during the Class Period) shall be entitled to additional shares at this Step 3 in addition to the shares awarded at Step 2. Such Eligible Class Members will not receive the benefit of the Programmatic Relief provided by this Agreement, but their retirement benefits are based upon their GS level at the time they retired. Therefore, such Eligible Class Members shall receive additional shares for each month following their retirement up to the date of the Preliminary Approval Order (“Retirement Months”). For each Retirement Month, the Eligible Class Member shall receive the same number of settlement shares, per month, that they received per eligible month at Step 2.

Step 4: Eligible Class Members shall be awarded an additional 15 settlement shares if they filed one or more individual formal EEOC Complaint(s) during the Class Period (including those that were stayed during the pendency of the litigation).

Step 5: Eligible Class Members shall be awarded an additional 15 settlement shares if they were deposed in this Action or if they filed a declaration in support of this Action.

Step 6: Eligible Class Members shall be awarded an additional 10 shares for each instance in which they affirm, in the Claim Form they submit, that they appeared on a BQL but were not selected during the Class Period (excluding the nonselection, if any, that qualified them for settlement shares at Step 2); provided, however, that any additional shares awarded at Step 6 shall be capped at four non-selections and, therefore, at 40 shares. Step 6 shall apply whether or

not the selection from the BQL would have resulted in an actual increase in the Eligible Class Member's GS level.

Step 7: The total number of settlement shares for each Eligible Class Member will be added together pursuant to the formula set forth above, and the resulting sum will be divided into the available Class Amount to reach a per share dollar figure. That figure will then be multiplied by each Eligible Class Member's number of settlement shares to determine the Eligible Class Member's Settlement Award.

d. Settlement Awards shall be paid to Eligible Class Members by the Claims Administrator approximately thirty (30) days after Class Counsel's receipt of the Gross Settlement Amount or as soon thereafter as reasonably practicable.

e. Subject to the approval by the Administrative Judge in the Final Approval Order, the Claims Administrator shall effectuate tax withholdings on all Settlement Awards to Eligible Class Members in the amount of 25% of the total Settlement Awards due to each Eligible Class Member. SSA has no involvement with, and makes no recommendations with respect to, such withholdings.

f. No SSA official who has participated in the negotiation of this Settlement Agreement will receive monetary relief hereunder.

g. SSA will cooperate reasonably and in good faith with Class Counsel and the Claims Administrator with respect to verifying Settlement Class Members' BQL/selection history to determine whether Claim Forms are valid. SSA will also cooperate reasonably and in good faith to verify, upon request by Class Counsel or the Claims Administrator, information not already in the possession of Class Agents' damages expert concerning employment dates, denial of promotion dates, grade levels of promotions sought, retirement dates, BQLs, selections from BQLs, and other reasonable information (but not medical information) that is sought to verify Claim Forms and calculate Settlement Awards. SSA will also provide a list of employees, who, as of August 2014, appeared in SSA's personnel records with a Targeted Disability code, to the Claims Administrator, who shall maintain the confidentiality of this information. All information provided by SSA in connection with the administration of this Settlement will be confidential; however, information concerning a particular employee may be shared by Class Counsel or the Claims Administrator with that Settlement Class Member. If there are disputes over Settlement Class Member membership, the Claims Administrator shall make a final determination regarding whether any individual who submits a Claim Form is an Eligible Class Member, and may ask Class Counsel to refer disputes to the EEOC for final resolution.

h. If there are checks that are not cashed by Settlement Class Members within 180 days of the distribution of those monies, the Claims Administrator shall be authorized by Class Counsel to distribute those funds to a non-profit organization, the National Federation of the Blind, as *cy pres*. Eligible Class Members will receive a letter stating that they must cash their checks within 180 days.

i. The Claims Administrator shall provide Class Counsel and SSA with a final statement listing all Eligible Class Members who submitted a valid Claim Form, and their Settlement Awards, at least ten (10) business days before the Settlement Awards are provided to the Eligible Class Members.

j. Any late claims paid out of the holdback fund shall be paid by the Claims Administrator every thirty days during the four month holdback period. Late claimants during this holdback period will receive payments that are equal in value to Settlement Awards paid to timely Eligible Class Members, while there are still funds available. For example, a Settlement Class Member with 10 settlement shares who filed a late claim would receive the same amount as a timely Eligible Class Member with 10 settlement shares. No late claims shall be paid once the holdback fund is exhausted.

47. No Claim Based On Payments Under This Settlement Agreement. No person shall have any claim against SSA or any of the Released Parties, Class Agents, the Settlement Class, Class Counsel or the Claims Administrator based on distributions or payments made in accordance with this Settlement Agreement. Moreover, once the Gross Settlement Amount is direct-deposited to the bank account designated in Paragraph 43(a), no person shall have, and no person may bring, any claim against SSA with respect to any distributions or payments related to the Gross Settlement Amount.

VI. PRELIMINARY APPROVAL AND CLASS NOTICE

48. Preliminary Approval. The Class Agents will file with the EEOC a Motion for Preliminary Approval of the Settlement Agreement (including the Settlement Agreement and its Exhibits), in accordance with 29 C.F.R. § 1614.204(g), no later than three weeks after the execution of this Settlement Agreement. SSA shall have the right to review and comment upon the Motion for Preliminary Approval before it is filed, so that the Class Agents may file it as unopposed.

49. Class Notice. Upon Preliminary Approval, notice of the Settlement Agreement shall be provided to the Settlement Class, as follows:

a. Notice Costs. Except as otherwise set forth in subsection (b) below, SSA shall issue the Notice of Proposed Class Action Settlement and Claim Forms to the Settlement Class Members as set forth below, and shall bear all costs of issuing such notice in addition to the Gross Settlement Amount.

b. Notice Procedures. Using their official SSA email addresses, SSA will, within twenty (20) business days following the Preliminary Approval Order:

(1) using the person's SSA email address, email the Notice of Proposed Class Action Settlement and Claim Form to current employees who appear in SSA's personnel records, as of August 2014, with a targeted disability code (and send by U.S. first class mail the Notice and Claim Form to any current employees who do not have an SSA email address);

(2) email a general announcement concerning the Settlement to all current employees agency-wide, with a link to a copy of the Notice of Proposed Class Action Settlement and Claim Forms;

(3) post an announcement on the SSA intranet concerning the Settlement with a link to the Notice of Proposed Class Action Settlement and Claim Forms;

(4) send the Notice of Proposed Class Action Settlement and Claim Form via U.S. first-class mail to the last known address of all former SSA employees who were employed during the Class Period and who appear in SSA's personnel records, as of August 2014, with a targeted disability code;

(5) send the Notice of Proposed Class Action Settlement and Claim Form via U.S. first-class mail to the last known address of former employees of SSA who submitted a declaration or other statement in the Action, or who appeared for a deposition in the Action;

(6) send the Notice of Proposed Class Action Settlement and Claim Form via U.S. first-class mail to the last known address of all former employees of SSA who submitted an EEO or CREO claim or request for counseling that has been, or may be, subsumed in whole or in part by this Action;

(7) send the Notice of Proposed Class Action Settlement and Claim Form via U.S. first-class mail to the last known address of former employees of SSA who were hired under 5 C.F.R. 213.3102(u) Schedule A hiring authority during the Class Period, with an email to all current employees hired under the same authority (excluding those covered under (1) herein).

In addition, Class Counsel will send a copy of the Notice of Proposed Class Action Settlement and Claim Form, via U.S. first-class mail, to all individuals who contacted Class Counsel with respect to this Action, or who expressed an interest in being part of this Action to Class Counsel, except to the extent such individuals submitted Declarations or sat for a deposition in the Action.

c. Upon the issuance of the Preliminary Approval Order, Class Counsel shall update the website, www.ssadisabilityclassaction.com to make a general announcement concerning the Settlement and to make the Notice of Proposed Class Action Settlement and Claim Form available to any person who wishes to download these documents. The website shall remain active until sixty (60) days after all settlement funds are distributed and shall be accessible.

d. In order to provide the best notice practicable, SSA shall provide all U.S. mail address lists set forth above to the Claims Administrator prior to mailing, and the Claims Administrator will run the address lists through the U.S. Postal Service's National Change of Address database ("NCOA"), and provide any updated addresses to SSA.

e. Any Class Notice returned to SSA as non-delivered before the deadline for Class Members to submit Claim Forms shall be sent to any forwarding address affixed thereto. The objection deadline shall not be extended for members of the Settlement Class whose original notices are re-mailed pursuant to this paragraph.

50. Objections. The Class Notice shall provide that Settlement Class Members who wish to object to the Settlement must mail a written statement of objection to the Claims Administrator within 30 days after the mailing of the Notice and Claim Forms, including their name, address and telephone number. The postmark date of the mailing shall be the exclusive means for determining that a Notice of Objection is timely. The Notice of Objection must state the basis for the objection. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

51. Interim Report by the Claims Administrator. At least ten (10) business days prior to the Final Approval Hearing, the Claims Administrator shall provide counsel for the Parties with a declaration setting forth: (a) the total number of Settlement Class Members who returned Claim Forms; and (b) the total number of Settlement Class Members who returned timely objections to the Settlement, along with the complete copies of all objections received, including the postmark dates for each objection. Class Counsel will submit this information to the Administrative Judge with their Motion for Final Approval of Class Action Settlement.

52. Final Approval Hearing. The Parties shall request that the EEOC Administrative Judge schedule the Final Approval Hearing pursuant to 29 C.F.R. § 1614.204(g), to take place approximately ninety (90) days after the Notice and Claim Form are mailed to Settlement Class Members. At or before the Final Approval Hearing, the Parties shall present a proposed Final Approval Order to the Administrative Judge for his approval, which shall provide that the Class Agents dismiss their request for hearing with prejudice. If the Administrative Judge's Final Approval Order grants final approval of the Settlement Agreement, but does not dismiss the request for a hearing with prejudice, and the Effective Date is reached, then the Class Agents shall dismiss their request for a hearing with prejudice.

53. Implementation Schedule. The parties agree that the dates and deadlines set forth in this Settlement Agreement shall only be continued based on (a) the mutual consent of counsel for the Parties; (b) delays due to the EEOC's schedule; or (c) by Order of the EEOC.

VII. MISCELLANEOUS

54. No Admission of Liability. This Settlement Agreement represents a compromise of disputed claims. Further litigation of the claims in this case would severely burden all concerned and would require an extraordinary commitment of time, resources, and money. There has been no finding of discrimination by the EEOC Administrative Judge or the EEOC in the course of the proceedings in this case, nor has the Administrative Judge or the EEOC expressed any view on the merits, validity, or accuracy of the claims. SSA denies all claims alleged in the Action and denies any claims of discrimination and any wrongdoing and liability whatsoever. This Settlement Agreement is not a concession or admission and shall not be

admissible in any court or administrative or arbitral forum for any purpose other than with respect to an evaluation of its fairness or approval, the enforcement of its terms, or as evidence that a claim pending in any administrative, arbitral, or judicial forum has been released, dismissed, resolved, or waived by a Settlement Class Member.

55. Various Proceedings Stayed. The Parties agree to continue to hold all proceedings in the Action in abeyance pending the Final Approval hearing, except such proceedings as may be necessary to implement and complete the Settlement Agreement.

56. Press Release. The Parties will jointly agree to a press release concerning the Settlement Agreement, to be issued following the EEOC Administrative Judge's preliminary approval of the Settlement, and may jointly agree to a press release to be issued following the EEOC's final approval of the Settlement.

57. Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for both Parties.

58. Complete Agreement. This Settlement Agreement and any attached Exhibits set forth the complete agreement between the Parties relating to the Settlement and to the Action, and any and all payments or obligations owed or potentially owed by SSA to the Eligible Class Members, Class Counsel, or anyone else in connection with the Action, and to the other subjects identified herein.

59. Authorization to Execute Agreement and Effectuate Settlement and Agreement to Cooperate. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement Agreement.

60. Binding Upon Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties and the Parties.

61. Counterparts. This Settlement Agreement may be executed in one or more counterparts and by facsimile or email. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

62. Exhibits. The terms of this Settlement Agreement include the terms set forth in the attached Exhibits, which are incorporated by reference as though fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of the Settlement Agreement.

63. Construction. The Parties believe that the terms of this Settlement Agreement are a fair, reasonable, and adequate settlement of this Action and have arrived at this Settlement in arm's-length negotiations and with the assistance of a professional mediator, taking into account relevant factors, present and potential. This Settlement Agreement has been drafted jointly by counsel for the Parties. Hence, in any construction or interpretation of this Settlement Agreement, the same shall not be construed against any of the Parties.

64. Retention of Jurisdiction. The EEOC shall retain jurisdiction with respect to compliance with this Settlement Agreement for the four year and six month term of the Agreement.

65. Titles and Captions of No Force. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions.

66. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement.

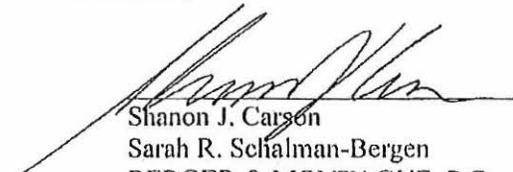
67. Invalid Without EEOC Approval. This Settlement Agreement is subject to approval by the EEOC. In the event it is not approved, it shall be deemed null and void, of no force and effect, and of no probative value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever.

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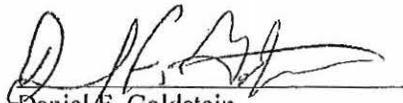
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:

ON BEHALF OF PLAINTIFF AND THE CLASS

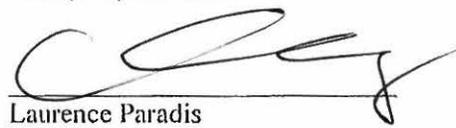
Dated: September 30, 2014



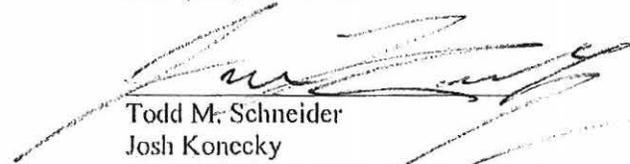
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Dated: September 29, 2014



Ronald Jantz MBA

Dated: September __, 2014

T. Jameel Muhammad

Dated: September __, 2014

Donna Ring

Dated: September __, 2014

Ellen Altemose

Dated: September __, 2014

Karl Baldwin

ON BEHALF OF SOCIAL SECURITY ADMINISTRATION

Dated: September __, 2014

Reginald F. Wells, Ph.D.
Deputy Commissioner of Human Resources

Fax # 410-385-0869

Dated: September __, 2014

Ronald Jantz

Dated: September ²⁹ __, 2014

T. Jameel Muhammad
T. Jameel Muhammad

Dated: September __, 2014

Donna Ring

Dated: September __, 2014

Ellen Altemose

Dated: September __, 2014

Karl Baldwin

ON BEHALF OF SOCIAL SECURITY ADMINISTRATION

Dated: September __, 2014

Reginald F. Wells, Ph.D.
Deputy Commissioner of Human Resources

Dated: September __, 2014

Ronald Jantz

Dated: September __, 2014

T. Jameel Muhammad

Dated: September ~~17~~ 17, 2014

Donna Kay Ring
Donna Ring

Dated: September __, 2014

Ellen Altomose

Dated: September __, 2014

Karl Baldwin

ON BEHALF OF SOCIAL SECURITY ADMINISTRATION

Dated: September __, 2014

Reginald F. Wells, Ph.D.
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Dated: September _____
2014

Ronald Jantz

Dated: September _____
2014

T. Jameel Muhammad

Dated: September _____
2014

Donna Ring

Dated: 9/29 September _____
2014

Ellen Altemose
Ellen Altemose

Dated: September _____

Dated: September __, 2014

Ronald Jantz

Dated: September __, 2014

T. Jameel Muhammad

Dated: September __, 2014

Donna Ring

Dated: September __, 2014

Ellen Altemose

Dated: September 29, 2014

Karl Baldwin

Karl Baldwin

ON BEHALF OF SOCIAL SECURITY ADMINISTRATION

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Reginald F. Wells, Ph.D.
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