

IN THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Baltimore Field Office

RONALD JANTZ, T. JAMEEL )  
MUHAMMAD, DONNA RING, )  
ELLEN ALTEMOSE and )  
KARL BALDWIN, )  
 )  
Complainants/Class Agents, )  
 )  
v. )  
 )  
CAROLYN W. COLVIN, )  
 )  
Acting Commissioner, Social )  
Security Administration, )  
 )  
Agency. )  
 )

EEOC Case No.: 531-2006-00276X

Agency No: HQ-06-2518-SSA

**ORDER AND JUDGMENT  
GRANTING COMPLAINANTS' UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, ATTORNEYS' FEES  
AND COSTS**

AND NOW, this 24<sup>th</sup> day of March, 2015, upon consideration of Complainants' Unopposed Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and all exhibits thereto, as well as all other pleadings, submissions and filings in this Action, and the arguments presented to the EEOC at the Final Approval Hearing that took place on March 24, 2015, and having concluded that the Settlement is fair, adequate, and reasonable to the Settlement Class as a whole, and is in the best interest of the Settlement Class, it is hereby ORDERED as follows:

1. This Final Order and Judgment incorporates and approves the Settlement Agreement as fair, adequate, and reasonable to the Settlement Class as a whole, and the terms used herein shall have the same meaning as set forth in the Settlement Agreement.

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2. The Administrative Judge has jurisdiction over the subject matter of this action and over all parties to this action, including all Settlement Class Members as the term is defined in the Settlement Agreement.

3. On October 30, 2014, the Administrative Judge granted preliminary approval of the parties' proposed Settlement Agreement.

4. Notice of the proposed settlement was subsequently disseminated to the Settlement Class pursuant to the Administrative Judge's Preliminary Approval Order and the terms of the Settlement Agreement. The Administrative Judge finds that the notice sent fairly and adequately informed the Settlement Class of the terms of the settlement, and was consistent with the requirements set forth in Equal Employment Opportunity Management Directive for 29 C.F.R. Part 1614 (EEO MD-110), CH 8 (VII(B)), 2011 WL 10843312 (E.E.O.C. Mgmt. Dir. Feb. 24, 2011), and is the best notice practicable under the circumstances.

5. The Administrative Judge finds that the Settlement Agreement is the result of arm's-length negotiations conducted after the Parties thoroughly investigated the claims of the Class Agents and the Settlement Class and evaluated the merits of those claims through meaningful discovery. The assistance of an experienced mediator (retired United States Magistrate Judge Diane Welsh) in the settlement process further supports the Administrative Judge's decision to grant final approval to this settlement.

6. The Administrative Judge denies the two objections to the settlement on the merits and finds that they do not raise any grounds for questioning the fairness, reasonableness, and adequacy of the settlement.

7. The Settlement Class is defined and certified as follows:

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".

8. The Administrative Judge appoints Complainants Ronald Jantz, T. Jameel

Muhammad, Donna Ring, Ellen Altemose, and Karl Baldwin as representatives of the Settlement Class.

9. The Administrative Judge appoints the following attorneys as Class Counsel on

behalf of the Settlement Class:

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DISABILITY RIGHTS ADVOCATES  
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120 E. Baltimore St., Suite 1700  
Baltimore, MD 21202  
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Fax: (410) 385-0869  
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10. The Administrative Judge appoints The Angeion Group as the Claims Administrator, and approves payment of their costs in the amount of \$50,963.51 from the Class Amount, which have been incurred and will continue to be incurred in connection with administering this Settlement.

11. The Administrative Judge approves payment of fees and costs in the amount of \$37,854.00 from the Class Amount to Drogin, Kakigi & Associates, the Class Agents' damages expert, for assistance provided to the Claims Administrator in connection with administering this settlement.

12. The Administrative Judge approves service awards in the total amount of \$110,000.00 to be distributed in the following manner: \$43,332 for Ronald Jantz, the first Class Agent who originated this Action, and \$16,667 to each of the remaining Class Agents -- T. Jameel Muhammad, Donna Ring, Ellen Altemose, and Karl Baldwin. The Administrative Judge finds that such awards are fair, reasonable, and appropriate in this case and orders that they be paid from the Gross Settlement Amount in accordance with the Settlement Agreement.

13. Class Counsel's negotiated attorneys' fees in the amount of \$2,870,000.00 plus expense reimbursement in the amount of \$400,000.00 are approved. The Administrative Judge finds that these awards are fair and reasonable and orders that they be paid from the Gross Settlement Amount in accordance with the Settlement Agreement.

14. The Effective Date of the Settlement Agreement is 90 days after the date of this Order (plus ten days for mailing) in the event that no timely appeals or other administrative or judicial challenges (whether pursuant to 29 C.F.R. § 1614.407 or otherwise) are filed; and the day after any such appeal or other administrative or judicial challenge is finally adjudicated and no longer subject to further appeal or proceedings (whether pursuant to 29 C.F.R. § 1614.407 or otherwise), in the event an appeal or other administrative or judicial challenge is timely filed.

15. Late claims that are submitted up to the Effective Date of the Settlement Agreement that are otherwise eligible shall be accepted by the Claims Administrator and paid

from the available Class Amount following the deductions set forth for claims administration costs and the holdback fund.

16. The Administrative Judge approves of an allocation of \$200,000.00 for a Holdback Fund 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 the Settlement Agreement.

17. 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 Administrative Judge for final resolution.

18. Settlement Awards shall be paid to Eligible Class Members by the Claims Administrator approximately 30 days after Class Counsel's receipt of the Gross Settlement Amount (which shall occur within 10 business days after the Effective Date), or as soon thereafter as reasonably practicable.

19. 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.

20. Pursuant to Paragraph 46(h) of the Settlement Agreement, the Administrative Judge approves that 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.

21. The Administrative Judge orders that Judgment be entered on the terms of the Settlement Agreement as set forth in this Order and dismisses the complaint in this case on the merits and with prejudice, as to the Class Agents and all Settlement Class Members. The Administrative Judge dismisses the Class Agents' request for hearing with prejudice. This dismissal is without cost to any party except as specifically provided in the Settlement Agreement.

22. The Administrative Judge adjudges that, upon the Effective Date, the Class Agents shall, to the extent provided by the Settlement Agreement, conclusively be deemed to have released and discharged any and all Released Claims and Class Agent Released Claims, as those terms are defined in the Settlement Agreement. The Administrative Judge further adjudges that the Class Agents shall, to the extent provided by the Settlement Agreement, 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 or Class Agent Released Claims.

23. The Administrative Judge adjudges that, upon the Effective Date, the Settlement Class Members shall, to the extent provided by the Settlement Agreement, conclusively be deemed to have released and discharged any and all Released Claims, as that term is defined in

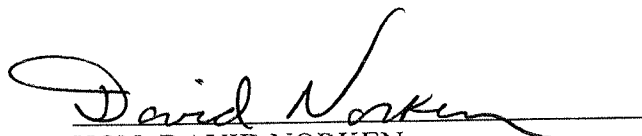
the Settlement Agreement. The Administrative Judge further adjudges that the Settlement Class Members shall, to the extent provided by the Settlement Agreement, be enjoined from proceeding with any claims pending in any administrative, arbitral, or judicial forum, to the extent (but only to the extent) such claims include Released Claims.

24. Upon issuance of this Order, the Administrative Judge shall cause the mailing of a notice of appeal rights to: (a) all Settlement Class members identified as having filed petitions objecting to the proposed settlement; (b) all Class Agents; and (c) the Agency, along with a copy of EEOC Form 573. The mailing of the notice of appeal rights shall be deemed the date of this Order for purposes of Paragraph 14 above.

25. Subject to Paragraph 41 of the Settlement Agreement (concerning dispute resolution for any alleged breach of a provision of the Settlement Agreement), and without affecting the finality of this Order and Judgment, the EEOC retains jurisdiction with respect to compliance with this Settlement Agreement for the four year and six month term of the Settlement Agreement.

It is so ORDERED, this 24<sup>th</sup> day of March 2015.

For the Commission:

  
HON. DAVID NORKEN  
Administrative Judge

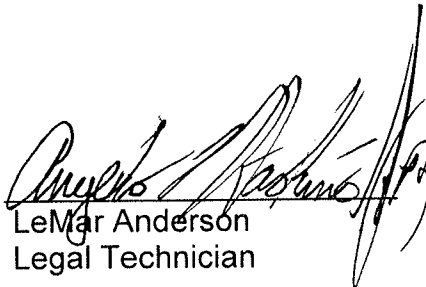
CERTIFICATE OF SERVICE

For timeliness purposes, it shall be presumed that the parties received the foregoing **ORDER AND JUDGEMENT GRANTING COMPLAINANT'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEY'S FEES AND COSTS** within five (5) calendar days after the date it was sent *via* first class mail. I certify that on March 26, 2015 the foregoing **ORDER** was sent *via* first class mail to the following:

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