

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Washington Field Office**

JAMES CAMPBELL, et al.	)	
Class Agent,	)	EEOC No. 570-2018-00277X
v.	)	(formerly EEOC No. 570-2015-00061X)
TOM VILSACK, Secretary,	)	
U.S. Department of Agriculture,	)	Agency No. CRSD-2014-00665
Agency.	)	

**SETTLEMENT AGREEMENT**

**I. INTRODUCTION**

This Settlement Agreement (“Agreement”) is made by and between James Campbell (“Class Agent”)—on behalf of himself and on behalf of the Class (defined below)—and the United States Department of Agriculture (the “Department”) (collectively, the “Parties”). The Parties believe that resolution of this matter is in their mutual best interests and have agreed to settle the claims in the above-captioned class action complaint according to the following terms and conditions:

**II. DEFINITIONS**

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

- A. “Claim Form” is the written form completed by any Class Member and submitted to the Claims Administrator to initiate the claims process pursuant to the procedures set forth in Section VI(B) of this Agreement. Class Counsel will submit the proposed Claim Form to the Administrative Judge for approval. If and when approved by the Administrative Judge, the Claims Administrator will provide the Claim Form to all Class Members with the Notice of Final Agency Action pursuant to the procedures set forth in Section VI(A) of this Agreement.
  
- B. “Claims Administrator” is the firm retained solely by Class Counsel, and paid solely by Class Counsel, to perform the administrative functions required to administer the Class

Fund pursuant to the terms of this Agreement, including, but not limited to, processing Claim Forms, determination of Settlement Award entitlement and amounts, and any other duties necessary to administer this Agreement. The Claims Administrator shall act at the direction of Class Counsel and shall not be a Department employee or Department contractor.

C. “Class” means the class as certified in this action, defined as:

“From May 9, 2014, and continuing, all deaf and hard of hearing employees in USDA’s National Capital Region (NCR) who, based on their physical disability (hearing impairment), have been or will be subjected to discrimination (the denial of a reasonable accommodation, specifically, qualified sign language interpreting services), resulting from the Agency’s implementation of its decision to decentralize the system for the provision and funding of such services.”

D. “Class Agent” means James Campbell.

E. “Class Claim” means any Class Member’s individual or class-wide, actual or potential claim of discrimination (for denial of a reasonable accommodation, specifically, qualified SLS) based on physical disability (hearing impairment), by a Class Member or the Class Agent, against the Department arising from: (i) the Department’s 2013-2014 decision to decentralize the system for the provision and funding of Sign Language Interpreter Services (“SLS”) for Agency employees with a duty station in the NCR; and/or (ii) the Department’s implementation, throughout the Release Period, of its 2013-2014 decision to decentralize the system for the provision and funding of SLS.

F. “Class Complaint” means the formal EEO class complaint filed in this action on September 4, 2014, now pending under the caption *James Campbell, et al. v. the United States Department of Agriculture*, EEOC No. 570-2018-00277X (formerly EEOC No. 570-2015-00061X), Agency Case No. CRSD-2014-00665.

G. “Class Counsel” refers to Howard A. Rosenblum, Leah Wiederhorn, and Brittany Shrader

of the National Association of the Deaf; James D. Friedland and Timothy McLaughlin of Latham & Watkins LLP; and John A. Carriel of Zelle LLP.

- H. “Class Fund” shall be a fund established by Class Counsel that will be used to provide Settlement Awards to each Subsumed-Case-Complainant as well as any other Eligible Class Member, as defined in Section II(O) of this Agreement. It shall be an account opened solely by Class Counsel and established as a “Qualified Settlement Fund” under Part 468B of the Internal Revenue Code of 1986. The Class Fund shall be funded solely by Class Counsel using funds from the Settlement Amount. This fund will be administered by the Claims Administrator at the sole direction of Class Counsel. The Class Fund includes any interest that accrues in the account. Payments of all Settlement Awards paid to Eligible Class Members shall be made from the Class Fund.
- I. “Class Member” means any person fitting within the definition of the Class.
- J. “Class Period” means May 9, 2014 through the date of the final signature of a Party affixed to this Agreement.
- K. “Department” means the United States Department of Agriculture, including all of its subagencies and components.
- L. “Departmental Management” is a component within USDA that serves as the Department’s central administrative management organization responsible for coordinating administrative programs and services for the Department and manages the Department’s headquarters. The Office of Operations is an office within Departmental Management that provides facilities management, physical security, and operational support for the National Capital Region.
- M. “Deaf and Hard of Hearing Employees in USDA” (“DHH USDA”) means the charter group, management-recognized, employee organization comprised of Deaf and Hard of Hearing employees of USDA. DHH USDA’s mission is to provide advice to the Secretary of Agriculture and Departmental Management on all issues related to the needs

of Deaf and Hard of Hearing employees within USDA in their pursuit of career development, civil rights, and privileges as federal employees.

- N. “Effective Date” means the first date on which the Settlement Agreement has received Final Approval from the presiding Administrative Judge.
- O. “Eligible Class Member” means any Class Member who submits a timely, completed Claim Form and is determined by the Claims Administrator to be entitled to receive monetary payments from the Class Fund. The individuals entitled to receive monetary awards are those individuals who certify that:
- a. They were employed by the Department and had a duty station in the NCR at some point during the Class Period;
  - b. They are deaf or hard of hearing; and
  - c. On at least one occasion during the Class Period, the Department either:
    - (1) Denied their request for sign language interpreting services; **or**
    - (2) Provided them with sign language interpreter services that they believe were inadequate or insufficient.
- P. “Final Approval” is the EEOC Administrative Judge presiding over this case’s written decision that the resolution, as reflected in the Agreement, is fair, adequate, and reasonable, pursuant to the provisions of 29 C.F.R. § 1614.204(g)(4).
- Q. “National Capital Region” (“NCR”) means Washington, DC; the following counties in Virginia: Arlington, Fairfax, Loudoun, and Prince William; and the following counties in Maryland: Montgomery and Prince George’s. NCR shall also include all cities and towns within the outer boundaries of the aforementioned counties.
- R. “Notice of Final Agency Action” is the Notice from the Department to potential Class Members and Class Members regarding the Department’s final action with respect to Final Approval of this Agreement, as well as by the Claims Administrator pursuant to the procedures set forth in Section VI of this Agreement.

- S. “Notice of Resolution” means the notice of resolution of the Class Complaint which will set out the terms of this Agreement, include a copy of this Agreement, inform the Class Members that the resolution will bind all members of the Class, inform Class Members of the right to submit objections to the Agreement, and include the name and contact information of the Administrative Judge presiding over this matter. The Parties will submit the proposed Notice of Resolution to the Administrative Judge for approval along with the motion for Preliminary Approval. If and when approved by the Administrative Judge, the Notice of Resolution will be provided to all Class Members in the same manner as the notification of certification of the Class was provided, which shall include mail and email to each identifiable potential Class Member’s most recent home address and email address on file at the National Finance Center.
- T. “Preliminary Approval” is the EEOC Administrative Judge presiding over this case’s preliminary approval of the Settlement terms and the Notice of Resolution that will be sent to the Class pursuant to 29 C.F.R. § 1614.204(g).
- U. “Release Period” means any time through the date the Parties execute this Agreement.
- V. “Settlement Amount” is \$550,000. This amount is the maximum financial liability of the Department and is a single payment to be made to Class Counsel. It is the sole settlement payment made by the Department.
- W. “Settlement Award” is any portion of the payment for damages paid to Class Members. It includes the \$3,000 paid to each Subsumed-Case-Complainant and the pro rata portion of the Class Fund calculated pursuant to the procedures set forth in Section VI of this Agreement that will be distributed to each Eligible Class Member.
- X. “Shared Cost Program” (“SCP”) is the method of funding described in Department Regulation DR 2236-001 and USDA Departmental Manual DM 2236-001. USDA subagencies and components reimburse the Department for services provided under a SCP.

**Y.** “Subsumed-Case-Complainants” refers collectively to the individuals who filed the seven (7) Subsumed Individual Complaints (Agency Case Nos. CRSD-2014-00668, CRSD-2014-00664, CRSD-2014-00669, CRSD-2014-00666, CRSD-2014-00674, CRSD-2014-00672, and CRSD-2014-00673). The Department previously notified these individuals that their cases were subsumed..

**Z.** “Subsumed Individual Complaints” mean the seven (7) individual EEO complaints that include claims that come within the definition of the Class and were subsumed within the Class pursuant to EEOC MD-110, Ch. 8 §III and 29 C.F.R. § 1614.204(g)(4). Those seven individual EEO complaints are as follows: Agency Case No. CRSD-2014-00668; *Brianne Burger v. USDA*, Agency Case No. CRSD-2014-00664; *James Campbell*, Agency Case No. CRSD-2014-00669; Agency Case No. CRSD-2014-00666; Agency Case No. CRSD-2014-00674; Agency Case No. CRSD-2014-00672; and Agency Case No. CRSD-2014-00673.

**AA.** “Technical Evaluation Panel” means a panel consisting of approximately three (3) to five (5) Department employees (as further defined in this Agreement), with one member (generally the Contracting Officer’s Representative, an employee whose responsibilities include the development and management of the contract and oversight over vendor performance of contractual commitments) serving as Panel chairperson, responsible for developing and executing a plan for evaluating vendors whose proposals offer the U.S. Government the best composite blend of performance, schedules, and quality of work in competitively negotiated acquisitions. In the context of this Agreement, the Technical Evaluation Panel shall review and assess contract proposals for SLS to be provided in the NCR as submitted by SLS vendors. All Technical Evaluation Panel members should have technical qualifications suited to the technical evaluation task of selecting a SLS providers.

### **III. CLASS AGENT’S OBLIGATIONS**

In consideration of the Department’s consent to the terms of this Agreement, Class Agent, on behalf of all Class Members, voluntarily agrees:

- A.** To waive and withdraw with prejudice all Class Claims of all Class Members, including the Class Complaint (Agency Case No. CRSD-2014-00665, EEOC No. 570-2018-00277X, formerly EEOC No. 570-2015-00061X), and the Subsumed Individual Complaints and all pending, formal and informal, amendments, claims, grievances, appeals, civil actions, or complaints which have, or could have been, been filed with the Department, the EEOC, the Office of Special Counsel, Federal Labor Relations Authority, Merit Systems Protection Board, Department of Labor, Office of Personnel Management, Government Accountability Office, or any other federal agency, administrative or congressional tribunal, or court, asserting Class Claims that may have occurred at any time during the Release Period. Consistent with EEOC regulation 29 C.F.R. § 1614.204(g)(4), seven Subsumed Individual Complaints asserting Class Claims were subsumed in this Class—Agency Case Nos. CRSD-2014-00668, CRSD-2014-00664, CRSD-2014-00669, CRSD-2014-00666, CRSD-2014-00674, CRSD-2014-00672, and CRSD-2014-00673. Class Agent enters into this Agreement on behalf of, and this Agreement is binding on, all Class Members, including Class Agent, in the case of *James Campbell, et al. v. the United States Department of Agriculture*, EEOC No. 570-2018-00277X (formerly EEOC No. 570-2015-00061X), Agency Case No. CRSD-2014-00665.. This Agreement renders all Class Claims in any forum waived and withdrawn, as of the Effective Date of this Agreement, and no other action or documentation is required to make the waiver and withdrawal of all Class Claims effective.
- B.** To not file any new formal or informal amendments, claims, grievances, appeals, civil actions, or complaints of any nature with the Department, the EEOC, Office of Special Counsel, Federal Labor Relations Authority, Merit Systems Protection Board, Department of Labor, Office of Personnel Management, Government Accountability Office or any other federal agency, administrative or congressional tribunal, or court related to Class Claims that may have occurred at any time during the Release Period.
- C.** To waive any and all claims for attorneys' fees and costs (except as provided in Section IV(F)), pecuniary damages, non-pecuniary damages, compensatory damages, back pay, front pay, liquidated damages, and other damages of any type, based on the Class Claims that may have occurred at any time during the Release Period.

- D.** To irrevocably waive, release and forever discharge, on behalf of himself and each Class Member, the Department, its employees, representatives, and agents for actions taken while acting in their official capacity, from any claims, demands, causes of action, or any right to administrative, judicial, or any other kind of relief, or any claim to any form of compensation which Class Agent and/or any Class Member or Subsumed-Case-Complainant has, or may have, based on the Class Claims that may have occurred at any time during the Release Period.

#### **IV. DEPARTMENT'S OBLIGATIONS**

In consideration of Class Agent's consent to the terms of this Agreement, the Department voluntarily agrees to: facilitating

- A. *Establish a Centralized Point of Contact Responsible for Coordinating and Facilitating the Provision of SLS***—by making the logistical and/or administrative changes necessary to assign, from January 2022 through September 2024, a Departmental Management-level point of contact (“POC”) in the Department’s Office of Operations (or any successor(s) in interest) to facilitate SLS for the Department’s NCR employees who request SLS. Coordinating and facilitating SLS includes but is not limited to: (a) securing interpreters for Department-wide events in the NCR ; (b) responding to NCR employees’ requests for SLS by coordinating the provision of SLS with contract vendors chosen with the assistance of the Technical Evaluation Panel to provide SLS; (c) coordinating the arrival of interpreters prior to meetings and ensuring their entry into secure buildings in the NCR; and (d) ensuring that Department employees within the NCR are notified on an annual basis regarding the SLS resources available and the procedures for requesting SLS.
- B. *Permit a Class Representative to Serve on the Technical Evaluation Panel***—by making the logistical and/or administrative changes necessary to assign a representative of the Class Agent’s choosing (hereafter, the “Class TEP Representative”), who is a Department employee in the NCR, to be a member of the contract Technical Evaluation Panel for the Departmental Management’s procurement of contracts with SLS providers who will provide SLS to the Department’s NCR employees who request SLS, from January 2022 through September 2024. There shall be three (3) to five (5) members on the Technical



Evaluation Panel, with each member having an equal vote. The Class TEP Representative shall serve on the Technical Evaluation Panel within a sufficient time to participate in the Technical Evaluation Panel's procurement of SLS contracts that will be in place between FY2022 and FY2024. If the chosen Class TEP Representative is unavailable, then the duly elected officers of DHH USDA will select a different Class TEP Representative.

- C. *Adopt the Centralized Shared Cost Program for Funding SLS Contracts***—by making the logistical and/or administrative changes necessary to fund Departmental Management's SLS contracts, for the Department's NCR employees who request SLS, using the Department's Shared Cost Program ("SCP"), from January 2022 through September 2024. Through September 2024, each monetary contribution to the SCP that will be used to fund Departmental Management's SLS contracts, for the Department's NCR employees who request SLS, will be calculated based on each subagency's or component's total number of full-time employees in the NCR, and will not be calculated based on the number of deaf or hard of hearing employees who work at each subagency or component or how frequently each subagency's or component's employees use SLS.
- D. *Establish a System for SLS Users to Provide Feedback after Every SLS Usage***—by making the logistical and/or administrative changes necessary to provide an opportunity, from January 2022 through September 2024, for NCR employees who are SLS users to give feedback after each SLS usage in the NCR ("per-use feedback"), regarding all aspects of the process for obtaining SLS and the quality of the SLS. The per-use feedback will include, but is not limited to, an opportunity to assess: (1) the interpreter's timeliness; (2) the quality of the sign language interpretation; and (3) the effectiveness of the Departmental Management POC's service. The per-use feedback will be provided to Office of Operations management for consideration in the ongoing provision of SLS services by Technical Evaluation Panel-selected vendors. The Department will consider the per-use feedback received in determining how to provide timely and effective SLS, but this Agreement does not require the Department to take any specific action based upon the per-use feedback received. The Department may use its discretion as to the means and format of the opportunity for NCR employees to provide per-use feedback.

The portions of the per-use feedback regarding: (1) the interpreter’s timeliness; and (2) the quality of the sign language interpretation will also be provided on a monthly basis to the duly elected officers of DHH USDA.

**E. *Adopt Procedures for Submitting Feedback on the Overall SLS Program at Fixed Intervals***—by making the logistical and/or administrative changes necessary to provide an opportunity, once every six months during the term of this Agreement (June 2022, December 2022, June 2023, December 2023, and June 2024) for the employee organization DHH USDA to provide feedback (“biannual feedback”) to the Director of the Office of Operations regarding all aspects of the overall process for obtaining SLS in the NCR and the overall quality of SLS in the NCR. The Department will consider the biannual feedback received in determining how to provide timely and effective SLS, but this Agreement does not require the Department to take any specific action based upon the biannual feedback received. The Department may use its discretion as to the means and format of the opportunity for DHH USDA to provide biannual feedback.

**F. *Pay the Settlement Amount of \$550,000 (Five Hundred Fifty Thousand Dollars) to Class Counsel, the National Association of the Deaf.*** The Department will submit the documentation to the National Finance Center (“NFC”) required to effect a payment of \$550,000 to the National Association of the Deaf within thirty (30) calendar days of the effective date of this Agreement. The Department will issue a 1099 Form regarding this payment. This lump sum payment will be made electronically to the National Association of the Deaf’s bank account. Class Counsel will provide all information necessary, including tax identification number, bank routing number, and vendor form, to the Department, in order to effect the payment of the Settlement Amount to the National Association of the Deaf. Except as provided in this paragraph, each Party will be responsible for paying its own costs and expenses. This payment of the \$550,000 Settlement Amount is the Department’s only payment required by this Agreement. The Department will not provide any additional monetary funds for resolution of the Class Complaint or for resolution of any Class Claims by actual or purported Class Members.

## **V. CLASS COUNSEL’S OBLIGATIONS**

**A.** Within thirty (30) calendar days of receiving the Settlement Amount of this Agreement,

Class Counsel will place Thirty Thousand Dollars (\$30,000) from the Settlement Amount in the Class Fund, as defined in Section II(H).

- B.** Class Counsel will retain a Claims Administrator to administer the Class claims process set forth in Section VI.

## **VI. CLAIMS PROCESS**

- A. *Service of Claim Form.*** Within fourteen (14) calendar days of Final Approval, the Claims Administrator shall mail and email the Claim Form along with the Notice of Final Agency Action to all identifiable potential Class Members using the most recent home address and email address for each potential Class Member on file at the National Finance Center. The Claims Administrator may also use any other method they choose to transmit the Claim Form and Notice of Final Agency Action to potential Class Members.
- B. *Submission of Claims.*** The Claim Form shall inform Class Members that they have sixty-five (65) calendar days from the date of its mailing (not receipt) to submit a Claim Form to the Class Administrator by mailing a Claim Form to the Class Administrator at a specific address or by emailing the Claim Form to the Class Administrator at a specific email address. The date of the Class Member's return of a completed Claim Form to the Class Administrator shall be determined by a postmark on the return envelope, or similar date if sent by other means. There will be no additional time period added for submission of any Claim Form beyond the 65<sup>th</sup> day after mailing, regardless of the reason.
- C. *Identification of Eligible Class Members.*** Within ten (10) calendar days after the deadline for Class Members to submit a Claim Form, the Claims Administrator shall send Class Counsel a report identifying Eligible Class Members entitled to Settlement Awards.
- D. *Distribution of the Class Fund.*** The Class Fund will be distributed as follows:
  - 1. Subsumed-Case-Complainant Distribution. The seven Subsumed-Case-Complainants have dedicated a substantial amount of time and effort to assisting Class Counsel for the benefit of all class members during the pendency of this class action, for the past seven years. For full satisfaction of their individual claims in the Subsumed Individual Complaints, the Subsumed-Case-Complainants will each receive a base Settlement Award of

\$3,000 from the Class Fund in addition to their proportional share as Eligible Class Members based on their responses on the Claim Form.

2. Distribution of Settlement Awards. After the distributions set forth in Section VI(D)(1), there shall be a process to administer the remainder of the Class Fund. This process shall be administered by the Claims Administrator, with payment for the Claims Administrator's services to be paid from the attorney's fees provided to the National Association of the Deaf in this Agreement, but not from the Class Fund. The remainder of the funds in the Class Fund shall then be allocated and distributed equally to each Eligible Class Member. Between the Subsumed-Case-Complainant distribution and the distribution of Settlement Awards set forth in this subsection, all individual claims in the Subsumed Individual Complaints shall be fully satisfied. The Department will not be in any way involved in determining who is, or is not, an Eligible Class Member. The Department did not, and will not, have any involvement in determining or distributing the Settlement Award amounts that will be paid to the Subsumed-Case-Complainants and the Eligible Class Members from the Class Fund.

**E. *Payment to Class Members.*** (a) Within thirty (30) calendar days of the creation of the Class Fund, the Claims Administrator shall send each of the Subsumed-Case-Complainants a payment by check or ETF in the amount of \$3,000; (b) Within thirty (30) calendar days after the deadline for Class Members to submit a Claim Form, the Claims Administrator shall send each Eligible Class Member a notice of Settlement Award and a payment by check or ETF in the amount the Settlement Award allocated to that Eligible Class Member. The Department will not have any involvement in opening, creating, developing, administering, monitoring, or distributing monies from the Class Fund.

## **VII. GENERAL TERMS**

The Parties agree:

- A. This Agreement resolves, extinguishes, waives, and withdraws, with prejudice, all Class

Claims that the Class Agent, the Subsumed-Case-Complainants, and Class Members have or may have against the Department during the Release Period.

- B.** This Agreement is authorized under 29 C.F.R. § 1614 and MD-110 of the EEOC and is conditioned on the Administrative Judge's approval following her determination as to whether the Agreement is fair, adequate, and reasonable to the Class as a whole, per the procedures set forth in 29 C.F.R. § 1614.2014(g).
- C.** The provisions in this Agreement are consistent with and do not supersede, conflict with, or otherwise alter Class Agent's, or the Class members', obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling. 5 U.S.C. § 2302(b)(13).
- D.** This Agreement shall be in effect until September 30, 2024, after which the Parties' obligations under this Agreement will terminate and will no longer be in effect.
- E.** The Parties agree to cooperate in good faith to complete implementation of this Agreement and abide by the terms of this Agreement.
- F.** In the event that the Class believes that the Department has failed to comply with the terms of this Agreement, the Class shall follow the procedures set forth in 29 C.F.R. § 1614.504, and provide written notice of the alleged non-compliance to the U.S. Department of Agriculture, Center for Civil Rights Enforcement, Employment Adjudication Division, 1400 Independence Avenue, SW, Mail Stop 9406, Washington, DC 20250, within 30 days of the date on which the Class knew, or should have known, of the alleged noncompliance. *See* 29 C.F.R. § 1614.504. Section III and its subparts do not release or discharge any claim or right that any of the Class members may have to enforce this Agreement.

- G. *Entire Agreement.*** This Agreement constitutes the full, final, and complete agreement between the Department and the Class and supersedes any prior oral or written agreements between the Parties with respect to matters settled in this Agreement. This Agreement shall not be altered, amended, or modified except by a further written document signed by both Parties to this Agreement.
- H. *Settlement Agreement Binding.*** The Parties acknowledge that there is adequate consideration for each of the promises contained in the Agreement, and that the Parties have had a reasonable period of time to consider carefully and to discuss with their attorney representatives the provisions of this Agreement.
- I. *No Drafting Presumption.*** The Parties acknowledge that they have read this entire Agreement, that they are entering into this Agreement voluntarily, of their own free will, without coercion or duress, and that they fully understand this Agreement and each of the terms of this Agreement. The Parties acknowledge that they have had a full opportunity to review and reflect on this Agreement, and that they have discussed the provisions of this Agreement with their respective attorney representatives. The Parties attest that they understand that the Agreement is binding on both Parties. This Agreement was drafted by a third party neutral mediator but both Parties have participated in the drafting of the terms of this Agreement and any ambiguity shall not be construed against either Party on the ground that such Party was the drafter of this Agreement.
- J. *Severability.*** In the event that any portion of this Agreement is determined by a court of competent jurisdiction (including the EEOC) to be unenforceable for any reason, then such portion shall be severed from this Agreement without affecting the remainder of the agreement, which shall remain in full force and effect.
- K. *Counterparts / Electronic Signatures.*** The Parties agree that facsimile and electronic copies of this Agreement, and the signatures thereon, shall be deemed “originals” and shall have the same force and effect as an original of this Agreement. This Agreement may be signed in counterparts and, when taken as a whole, the counterparts shall comprise a fully executed Agreement.

- L. *Satisfaction of the Department's Obligations.*** The Department's payment of the Settlement Amount will fully satisfy any and all Class Claims of the Class Agent and the Class Members (including the Subsumed-Case-Complainants) against the Department. This Settlement Amount sum is inclusive of payment for: (a) all Settlement Awards paid to Class Members, which are to be distributed pursuant to the procedures set forth in Section VI(D) of this Agreement; (b) any and all attorney's fees and costs arising out of or relating to Class Claims that may have occurred at any time through the Effective Date; and (c) any and all fees and costs incurred in connection with the administration of the Class Fund and payment of Settlement Awards to Eligible Class Members. The Claims Administrator and Class Counsel shall bear full and complete responsibility for all payments made to the Class Agent, Subsumed-Case-Complainants, and Class Members. The Department shall bear no liability for eligibility decisions or payments made, or not made, by Class Counsel or the Claims Administrator in the administration or adjudication of the Class Fund. The Department shall not be required to participate in any way in the retention of the Claims Administrator nor in the claims administration process. Any claims regarding the administration, payments, and distribution of funds from the Class Fund are between the Class Agent, Class Members, Subsumed-Case-Complainants, Class Counsel, and the Class Administrator, not the Department.
- M. *Denial of Liability.*** Nothing contained herein shall constitute evidence, an admission, or adjudication with respect to any allegations in the Class Claims, or with respect to any Class Claims or allegations of wrongdoing, misconduct, or liability on the part of the Department or its employees. This Agreement does not constitute an admission of fault or a violation of any law, rule, or regulation by the Department or the Class, or any of the Department's current and former members, employees, agents, and representatives, in either their official or personal capacities.
- N.** Any disputes over taxes are between the Internal Revenue Service and the National Association of the Deaf, not the Department.
- O. *This Agreement has no precedential effect.*** Neither the Agreement, nor any term herein may be used as a basis, by any person or organization, to justify similar terms in any

subsequent matter. The terms of this Agreement may not be used by any other individual to justify or request similar terms and resolution of employment concerns.

- P.** Class Agent acknowledges that the NFC is a separate entity that administers payments and that the Department exercises no control over, nor is the principle of, the NFC.
- Q.** Nothing in this Agreement obligates the Department to add any documents to, remove any documents from, or otherwise make any alterations to Class Agent's or the Class Members' electronic official personnel files ("eOPFs") or any other system of records. Nothing in this Agreement prevents the Department from keeping any documents currently in its files for the resolved complaints in accordance with the Department's internal document and personnel record retention policies or from disclosing and using those documents in accordance with applicable laws and regulations.
- R.** Nothing in in this Agreement amends, modifies, or terminates any article or provision of any collective bargaining agreement between the Department and its labor unions.



In acceptance of, and agreement upon, the foregoing terms and conditions, the Parties hereby affix their signatures.

**FOR THE CLASS:**

\_\_\_\_\_  
JAMES CAMPBELL  
Class Agent

9/30/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
HOWARD ROSENBLUM  
Class Counsel

9/30/2021  
\_\_\_\_\_  
Date

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
DUANE WILLIAMS  
Resolving Official  
Director, Office of Operations, USDA

\_\_\_\_\_  
Date