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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANTHONY GONZALEZ, IGNACIO RIESCO, :
PRECIOUS DANIELS, ALEXIS MATEO, :
FELICIA RICKETT-SAMUELS, CHYNELL :
SCOTT, VIVIAN KARGBO, SCOTTY DESPHY, :
and EDWARD ZAHNLE, on behalf of themselves :
and all others similarly situated, and :
CEPHUS HOUSER as the Trustee for the Trust :
Agreement of EVELYN HOUSER, individually, :

Plaintiffs, :

-against- :

PENNY PRITZKER, Secretary, United States :
Department of Commerce, :

Defendant. :

CIVIL ACTION NO.
10-CV-3105 (FM)

**DECLARATION OF ADAM T. KLEIN IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND APPROVAL OF PROPOSED OF SETTLEMENT AND
CLASS ACTION SETTLEMENT PROCEDURE**

I, Adam T. Klein, declare under penalty of perjury as follows:

1. I am a Partner at Outten & Golden LLP (“O&G”), Lead Counsel for the Named Plaintiffs and the Settlement Class (“Plaintiffs”). I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the facts set forth herein and could competently testify to them if called as a witness.

2. I have represented employees for over two decades and am chair of O&G’s Class Action Practice Group. My practice focuses exclusively on the prosecution of class actions and impact litigation of employment discrimination and wage and hour claims. I have served as lead or co-lead plaintiffs’ counsel in numerous major class action lawsuits involving discrimination claims in various industries, as well as challenges to the use of credit and criminal history records for employment decisions and wage and hour violations. I was recently selected for inclusion as one of the Lawdragon 500 leading lawyers in America and have been recognized by Best Lawyers in America, Super Lawyers (Metro New York), and Legal 500. I am active in the American Bar Association’s Labor and Employment Law Section, where I frequently lecture and serve on the Board of the Lawyers’ Committee for Civil Rights Under the Law.

3. Courts have repeatedly recognized Outten & Golden LLP as qualified Class Counsel. *See, e.g., Amochaev v. Citigroup Global Markets, Inc., d/b/a Smith Barney*, Case No. 05 Civ. 1298 (N.D. Cal.) (gender discrimination class action brought on behalf of a national class of female financial advisors, resulting in settlement of \$33 million and comprehensive injunctive relief); *Jaffe v. Morgan Stanley & Co., Inc.*, Case No. 06 Civ. 3903 (N.D. Cal.) (race

discrimination class action brought on behalf of African American and Latino financial advisors, resulting in settlement of \$16 million and comprehensive injunctive relief); *Duling v. Gristede's Operating Corp.*, No. 06 Civ. 10197, 2012 WL 5835302 at *2 (S.D.N.Y. Nov. 15, 2012) (appointing O&G as class counsel in a Title VII case); *Easterling v. Connecticut, Dep't of Correction*, 265 F.R.D. 45, 51 n.2 (D. Conn. 2010) (same); *Wright v. Stern*, 450 F Supp. 2d 335 (S.D.N.Y. 2006) (same).

The Litigation

4. We filed the original complaint on April 13, 2010, and the operative Third Amended Complaint on September 16, 2014. Plaintiffs' Counsel vigorously litigated this case for over four years. The case encompasses approximately 450,000 Class Members.

5. In my experience, this was an extremely complex class action to litigate given the large number of Class Members, having the federal government as the defendant party, and the claims at issue—namely Title VII discriminatory impact hiring class claims of first impression untried by the federal courts.

Discovery

6. After the commencement of this case, the parties conducted broad, extensive, and thorough discovery related to class certification between 2010 and 2014. Plaintiffs obtained more than 66,000 pages of documents, as well as electronic applicant flow data regarding Census's four million applicants. Plaintiffs spent many hours reviewing this information and data in preparation for the class certification motion.

7. Plaintiffs also reviewed thousands of pages of FBI "rap sheets" and extracted relevant information including race identification codes used as part of a sampling methodology to meet their burden of establishing disparate racial impact.

8. Plaintiffs served over 50 separate requests for production, interrogatories and requests for admission.

9. Plaintiffs retained five expert witnesses—an industrial organizational psychologist, criminologist, statistician, sociologist, and a labor economist—each of whom provided extensive analysis of the employment practices at issue. Census deposed two of Plaintiffs' expert witnesses and Plaintiffs also deposed Census's three experts.

10. In conjunction with the extensive work with their experts, Plaintiffs deposed 18 fact and Fed. R. Civ. P. 30(b)(6) witnesses, conducted numerous informal interviews, and issued numerous informal written questions to assure accuracy in understanding the voluminous material. Plaintiffs also defended the depositions of 10 Named Plaintiffs and assisted the Named Plaintiffs in responding to Census's requests for production and interrogatories.

11. The parties also litigated discovery disputes, including over documents withheld by Defendant on the basis of the deliberative process privilege. After extensive briefing by the parties, the Court granted in part Plaintiffs' request in an Order dated March 11, 2013. *See Houser v. Blank*, No. 10 Civ. 3105 (FM), 2013 WL 873793 (S.D.N.Y. Mar. 11, 2013).

Motions

12. The parties engaged in substantial motion practice relating to Plaintiffs' allegations and class certification. Defendant moved three times to dismiss Plaintiffs' claims and strike Plaintiffs' class allegations, arguing that Plaintiffs failed to exhaust their administrative remedies and to dismiss the declarative and injunctive relief claims for lack of standing. *See Johnson v. Bryson*, 851 F. Supp. 2d 688 (S.D.N.Y. 2012); *Houser v. Blank*, 2012 WL 3188769 (S.D.N.Y. Aug. 3, 2012); *Johnson v. Locke*, 2011 WL 1044151 (S.D.N.Y. Mar. 14, 2011).

Plaintiffs moved and were granted class certification for liability in two separate Orders. *See Houser v. Pritzker*, 28 F. Supp. 3d 222 (S.D.N.Y. 2014); ECF No. 303 (October 2, 2014).

Settlement Negotiations

13. On November 14, 2014, the parties appeared before Magistrate Judge Dolinger for a court-ordered mediation after the Court granted Plaintiffs' motion for class certification and full briefing of Defendant's motion for reconsideration. In advance of that session, the parties counsel met and conferred, and Plaintiffs submitted a mediation statement to Judge Dolinger. The parties had a productive session with Judge Dolinger, which led them to hold a subsequent in-person conference at the offices of Outten & Golden LLP on December 5, 2014.

14. Following the December meeting, the parties agreed to engage the services of Hunter Hughes, Esq., a private mediator who specializes in the mediation of complex class actions, including employment discrimination litigation. The parties participated in a telephone conference with Mr. Hughes on December 23, 2014, and thereafter worked to compile preliminary information requested by the mediator in advance of the mediation session.

15. The parties participated in the first of a series of all-day mediation sessions on February 23, 2015, followed by a second all-day session on March 25, 2015. The sessions were productive and the parties agreed to conduct research in order to propose concrete components of a settlement agreement in advance of a third mediation session.

16. The parties participated in a third in-person mediation session on June 1, 2015. During the June 1st session, the parties narrowed the issues further and agreed on dates for exchanging positions on issues identified by the mediator. In particular, the parties discussed remedial relief related to the future hiring process and Census committed to consulting with key decision makers regarding those discussions within a set timeframe.

17. The parties attended a fourth in-person conference with the mediator at the Department of Commerce headquarters in Washington D.C. on September 15, 2015, after which the mediator circulated a proposed memorandum of understanding. Subsequent to reaching agreement on the Memorandum of Understanding, the parties began negotiating the detailed terms of a full settlement agreement, which was concluded by January 2016.

18. Throughout the entire process, the parties also held private conferences with the mediator to facilitate the on-going settlement discussion. After concluding their negotiations and reaching an agreement, Census took the necessary steps to seek Department of Justice (“DOJ”) review and approval. That process required a series of reviews and approval, ultimately, by the Associate Attorney General.

The Settlement

19. Plaintiffs’ Counsel recognize the costs and risks of prosecuting this litigation through summary judgment, trial, and appeal. Plaintiffs’ Counsel believe that it is in the interest of all members of the Settlement Class to resolve finally and completely the potential claims of the Class Members against Defendant. Plaintiffs’ Counsel believe that the terms of the Settlement Agreement are in the best interests of the Class and are fair, reasonable, and adequate. Defendant wishes to bring the litigation to a conclusion on the terms set forth in this Settlement Agreement. Census has informed Plaintiffs that it does not oppose preliminary approval of the proposed settlement, conditional certification of the settlement class for damages, approval of the proposed notice of class action settlement, or approval of the proposed schedule for final settlement approval.

20. At all times, the negotiations were conducted at arms’ length and on a bifurcated basis: the parties negotiated class programmatic relief first, and only when substantial agreement

was reached on these issues did the parties discuss relief for the Named Plaintiffs and attorneys' fees.

21. The cornerstone of the settlement requires Census to hire two jointly selected expert Industrial Organizational Psychologists ("IOs") to develop a recommended validated structure and selection process for temporary hiring for the various operations of the 2020 decennial census that allows hundreds of thousands of African American and Latino applicants to fairly compete for the voluminous temporary job opportunities associated with the decennial census. The settlement will provide individual Class Members with the option to either receive advance notice of the upcoming decennial census hiring, including information about the criminal background check process, or assistance reconciling and/or clearing mistakes in their criminal history records through a settlement-funded "Records Assistance Project." Class Counsel will work with Cornell University's School of Industrial and Labor Relations to serve as a clearinghouse for and manage the Records Assistance Project. The Records Assistance Project will work Class Members to obtain computerized criminal history record information. The Records Assistance Project will work with these Class Members to resolve particular issues that should not be on record reports, such as open dispositions or other discrepancies. Then, depending on the number of participating Class Members and budget constraints, the Records Assistance Project will work to provide additional more time-intensive services, such as criminal record expungement assistance.

22. Based on our communications with the Named Plaintiffs and their communications with various Class Members over the course of the five-year litigation, the primary concern of Class Members is future job prospects. This settlement directly addresses those concerns by creating the Records Assistance Project and advance notice hiring. More

broadly, the Settlement addresses the root causes of Class Members' harm—fixing the hiring criteria and creating a validated selection structure, under the supervision of expert IOs with experience in this litigation. By directly addressing the primary concerns of Class Members, Class Counsel is confident that the Class will respond favorably to the proposed settlement.

23. Pursuant to the terms of the Settlement Agreement, if preliminary approval is granted by this Court, Plaintiffs will timely file a motion for final approval of settlement, including a motion for attorneys' fees and costs, and service awards for the Named Plaintiffs.

24. Class Counsel has selected Rust Consulting, an experienced settlement administration firm, as the Settlement Administrator.

Exhibits

25. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement ("Settlement") signed by both parties on April 8, 2016.

26. Attached hereto as **Exhibit 2** is a draft proposed Notice of Class Action Settlement ("Notice") to be distributed to the Settlement Class Members.

27. Attached hereto as **Exhibit 3** is a draft proposed Claim Form, to be sent to Settlement Class Members along with the Notice, and also to be available on the Settlement Administrator's website for online submission.

28. Attached hereto as **Exhibit 4** is the resume of proposed Settlement Administrator Rust Consulting.

29. Attached hereto as **Exhibit 5** is a true and correct copy of the declaration of Alexis Mateo signed on April 6, 2016.

30. Attached hereto as **Exhibit 6** is a true and correct copy of the declaration of Anthony Gonzalez signed on April 7, 2016.

31. Attached hereto as **Exhibit 7** is a true and correct copy of the declaration of Chynell Scott signed on April 14, 2016.

32. Attached hereto as **Exhibit 8** is a true and correct copy of the declaration of Edward Zahnle signed on April 6, 2016.

33. Attached hereto as **Exhibit 9** is a true and correct copy of the declaration of Felicia Rickett-Samuels signed on April 6, 2016.

34. Attached hereto as **Exhibit 10** is a true and correct copy of the declaration of Precious Daniels signed on April 7, 2016.

35. Attached hereto as **Exhibit 11** is a true and correct copy of the declaration of Scotty Desphy signed on April 7, 2016

36. Attached hereto as **Exhibit 12** is a true and correct copy of excerpts of the deposition transcript of Precious Daniels.

37. Attached hereto as **Exhibit 13** is a true and correct copy of excerpts of the deposition transcript of Chynell Scott.

38. Attached hereto as **Exhibit 14** is a true and correct copy of excerpts of the deposition transcript of Anthony Gonzalez.

39. Attached hereto as **Exhibit 15** is the proposed Protective Order.

40. Attached hereto as **Exhibit 16** is the proposed order granting Plaintiffs' Motion.

41. Attached hereto as **Exhibit 17** is a true and correct copy of the Rule 68 Offer of Judgment that Defendant served on Plaintiffs on May 11, 2011.

42. Attached hereto as **Exhibit 18** is a true and correct copy of the Rule 68 Offer of Judgment that Defendant served on Plaintiff Maurice Robinson on April 30, 2012 in *Robinson v. Pritzker*, No. 11 Civ. 2480 (S.D.N.Y.).

I declare under penalty of perjury under the laws of the United States and the State of New York that the foregoing is true and correct to the best of my knowledge and that this declaration was executed in New York, New York on April 19, 2016.

Dated: April 19, 2016
New York, New York

Respectfully submitted,

By:  _____

OUTTEN & GOLDEN LLP
Adam T. Klein
3 Park Avenue, 29th Floor
New York, New York 10016
Telephone: (212) 245-1000

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANTHONY GONZALEZ, IGNACIO RIESCO,
PRECIOUS DANIELS, ALEXIS MATEO,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, SCOTTY
DESPHY, and EDWARD ZAHNLE, on behalf
of themselves and all others similarly situated,
and CEPHUS HOUSER as the Trustee for the
Trust Agreement of EVELYN HOUSER,
individually,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

10-cv-3105 (FM)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by and between Anthony Gonzalez, Ignacio Riesco, Precious Daniels, Alexis Mateo, Felicia Rickett-Samuels, Chynell Scott, Vivian Kargbo, Scotty Desphy, and Edward Zahnle (collectively hereinafter "Named Plaintiffs"), on behalf of themselves and of a class of individuals they represent ("Class Members"), and seek to represent, in the above-captioned matter (the "Litigation"), and Penny Pritzker, Secretary, United States Department of Commerce ("Census" or "Defendant") (together with the Named Plaintiffs and Class Members, the "Parties"). Cephus O. Houser, as personal representative and trustee of the revocable living trust agreement of plaintiff Evelyn Houser and representative of the interests of plaintiff Evelyn Houser (hereinafter, "Cephus Houser") agrees to the terms of the Agreement relating to Ms. Houser's personal interests.

I. RECITALS AND BACKGROUND

WHEREAS, a class action was filed in the United States District Court for the Southern District of New York on April 13, 2010;

WHEREAS, the Parties have engaged in substantial discovery, including dozens of depositions and the production of hundreds of thousands of pages of documents, as well as expert discovery;

WHEREAS, on September 16, 2014, Plaintiffs filed their Third Amended Complaint, which asserts disparate impact discrimination claims on behalf of African-American and Latino applicants contending that they were denied the opportunity to compete for temporary jobs for the 2010 decennial census based on an application of Census's 2010 decennial census criminal background check screening process;

WHEREAS, on October 2, 2014, Magistrate Judge Frank Maas accepted the Third Amended Complaint for filing and issued an order certifying a class, under Federal Rule of Civil Procedure ("Rule") 23(b)(2), of: (1) all African-American applicants who sought temporary employment during the 2010 Decennial Census and claim to have been harmed by Census's 30-day Letter, its Adjudication Criteria, or both; and (2) all Latino applicants who sought temporary employment during the 2010 Decennial Census and claim to have been harmed by Census's 30-day Letter, its Adjudication criteria, or both (together, "Class Members").

WHEREAS, in January 2015, the Parties engaged the services of Hunter Hughes, Esq., a mediator with experience in the mediation of complex class actions, including employment discrimination litigation (the "Mediator");

WHEREAS, after extensive consultation with the Parties, the Mediator conducted four in-person mediation sessions as well as multiple follow-up meetings separately with each Party;

WHEREAS, the Parties have reached a proposed comprehensive settlement of this action that has resulted in this Agreement;

WHEREAS, the Parties agree that a settlement of this Litigation is in the public interest;

WHEREAS, the Parties have agreed to the appointment of two well-qualified Industrial/Organizational Psychologists to develop validated procedures with regard to the hiring of temporary field employees for the 2020 decennial census, and the two Industrial/Organizational Psychologists have agreed to undertake this project;

WHEREAS, Defendant denies any and all liability or damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation;

WHEREAS, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation;

WHEREAS, Plaintiffs' Counsel has analyzed, evaluated, and extensively litigated the merits of the claims made against Defendant in the Litigation, and the impact of this Agreement on Plaintiffs and members of the class action, and based upon Plaintiffs' Counsel's analysis and evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for

several years, Plaintiffs' Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interest of the Plaintiffs and the members of the class;

WHEREAS, the attorneys' fees that Plaintiffs' Counsel seek are based on their hourly records, summaries of which were provided to Defendant;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1 30-Day Letter.** "30-day letter" means the letter sent by the Census Bureau to applicants for temporary jobs with the 2010 Decennial Census who could not be cleared for employment based on information provided by the FBI during the namecheck process, requesting that the applicant provide fingerprints or documentation of the disposition of arrests noted on the information provided by the FBI.
- 1.2 Adjudication Criteria.** "Adjudication criteria" means the criteria used to evaluate applicants in determining their suitability for temporary jobs with the 2010 Decennial Census.
- 1.3 Agreement.** "Agreement" or "Settlement" means this Settlement Agreement and Release.
- 1.4 Acceptance Period.** "Acceptance Period" means the ninety (90) day period, beginning from the date of the mailing of the Settlement Notice and Claim Form, during which a Class Member can submit a Claim Form to participate as a Group A or Group B Filer.
- 1.5 Claim Bar Date.** "Claim Bar Date" means the last day of the ninety (90) day Acceptance Period in which any Class Member may timely complete and submit a Claim Form, or one hundred and twenty (120) days from the initial mailing of the Settlement Notices, whichever is earlier.
- 1.6 Claim Form.** "Claim Form" means the Claim Form, as approved by the Court in substantially the form of the document attached to this agreement as Exhibit A, whereby a Class Member may elect to participate as a Group A or Group B Filer.
- 1.7 Class Counsel or Plaintiffs' Counsel.** "Class Counsel" or "Plaintiffs' Counsel" means Outten & Golden LLP, Center for Constitutional Rights, Community Legal Services of Philadelphia, Community Service Society of New York, the Indian Law Resource Center of Helena, Montana, LatinoJustice PRLDEF of New York, and the Lawyers' Committee for Civil Rights, of Washington, D.C.

- 1.8 Class Members.** “Class Members” are Named Plaintiffs and (1) all African-American applicants who sought temporary employment during the 2010 Decennial Census and claim to have been harmed by Census’s 30-day Letter, its Adjudication Criteria, or both; and (2) all Latino applicants who sought temporary employment during the 2010 Decennial Census and claim to have been harmed by Census’s 30-day Letter, its Adjudication Criteria, or both.
- 1.9 Class Member Release.** “Class Member Release” means the release by which each Class Member shall release Census from all claims, demands, causes of action, and liabilities, known and unknown, that he or she had, have, or may have under any legal or equitable theory, whether contractual, common-law, or statutory, and whether under federal, state, or local law, against Defendant arising from or relating to or concerning the claims and facts alleged in this Action (and the underlying complaints of discrimination filed with the U.S. Department of Commerce, Office of Civil Rights, and the Census Bureau’s Equal Employment Opportunity Office), whether under the Third Amended Complaint and/or any prior version of the Complaint filed in this Action including, without limitation, under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*
- 1.10 Court or District Court.** “Court” or “District Court” means the United States District Court for the Southern District of New York, the Honorable Chief Magistrate Judge Frank Maas presiding.
- 1.11 Days.** “Days” means business days if the specified number is less than ten (10), and calendar days if the specified number is ten (10) or greater.
- 1.12 Defendant or Census.** “Defendant” or “Census” shall mean Penny Pritzker, Secretary, United States Department of Commerce, in her official capacity, or her successor, and the U.S. Census Bureau.
- 1.13 Defendant’s Counsel or Census’s Counsel.** “Defendant’s Counsel” or “Census’s Counsel” means the United States Attorney’s Office, Southern District of New York.
- 1.14 Effective Date.** “Effective Date” of the Settlement means the latest of the following dates: (a) the date sixty (60) days after the entry of an order by the District Court granting final approval to the Settlement, if there are no appeals; or (b) if there is an appeal of the Court’s decision granting final approval, the day after all appeals are finally resolved in favor of final approval.
- 1.15 Fairness Hearing.** “Fairness Hearing” means the hearing before the Court relating to the Motion for Final Approval.
- 1.16 Final Approval Order.** “Final Approval Order” means the Order entered by the Court after the Fairness Hearing, approving the terms and conditions of this Agreement.
- 1.17 Funding Date.** “Funding Date” means the date upon which Defendant transfers Fifteen Million and No/100 Dollars (\$15,000,000) to Outten & Golden LLP, as escrow agent, which date shall occur as soon as practicable after the Effective Date of this Agreement.

Defendant agrees to initiate the process to commence payment of the Settlement Fund within 5 days of the Effective Date of this Agreement.

- 1.18 Group A Filers.** “Group A Filers” means Class Members who file a Claim Form electing assistance with reviewing and, where possible, correcting the criminal history information that may appear on a background check.
- 1.19 Group B Filers.** “Group B Filers” means Class Members who file a Claim Form who wish to be employed in a temporary job with Census, including but not limited to enumerator, clerical, and enumerator supervisor positions, during the 2020 decennial census.
- 1.20 Hiring Selection Report.** “Hiring Selection Report” means the report drafted by the IOs pursuant to this Agreement.
- 1.21 IOs.** “IOs” means the Industrial/Organizational Psychologists Dr. Kathleen Lundquist and Dr. Eric Dunleavy, or their replacements (to be mutually determined by the Parties), tasked with working together as independent consultants to Census relative to the selection and hiring of temporary employees for the 2020 decennial census.
- 1.22 Mediator.** “Mediator” means Hunter Hughes, Esq., or his replacement (to be mutually determined by the Parties).
- 1.23 Litigation.** “Litigation” means the above-captioned case.
- 1.24 Named Plaintiffs.** “Named Plaintiffs” means Anthony Gonzalez; Ignacio Riesco; Precious Daniels; Alexis Mateo; Felicia Rickett-Samuels; Chynell Scott; Vivian Kargbo; Scotty Desphy; and Edward Zahnle, their representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns, and any other person who becomes a named plaintiff or is substituted for a named plaintiff.
- 1.25 Notice or Notices.** “Notice” or “Notices” means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit.
- 1.26 Objector.** “Objector” means an individual who properly files an objection to this Agreement, and does not include any individual who opts out of this Agreement.
- 1.27 Opt out Statement.** “Opt out Statement” means a written signed statement that an individual Class Member has decided to opt out and not be included in this Agreement.
- 1.28 Participating Class Members.** “Participating Class Members” means those Class Members who do not submit a valid Opt out Statement.
- 1.29 Parties.** “Parties” means the Named Plaintiffs, Participating Class Members, and Census.
- 1.30 Preliminary Approval Order.** “Preliminary Approval Order” means the Order entered by, the Court preliminarily approving the terms and conditions of this Agreement, and

directing the manner and timing of providing Notices to the Class Members.

- 1.31 Settlement Account.** “Settlement Account” means the account established at a federally insured financial institution acceptable to Defendant by Outten & Golden LLP, as attorneys for the class, in a segregated interest-bearing escrow account paid by Defendant. The Settlement Account will be controlled by Outten & Golden LLP subject to the terms of this Agreement and the Court’s Orders for Preliminary Approval and Final Approval. Earned Interest, if any, will become part of the Settlement Fund.
- 1.32 Records Assistance Project.** The “Records Assistance Project” means the criminal records assistance project established by Class Counsel to assist Group A Filers.
- 1.33 Release of Fees and Costs.** “Release of Fees and Costs” means the release, of the Named Plaintiffs, on behalf of the Class and each individual Class Member, to irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Census for attorneys’ fees or costs associated with Class Counsel’s representation of Plaintiffs and the Class.
- 1.34 Scope of Work Document.** The “Scope of Work Document” means the Census Hiring Process Development Scope of Work for the IOs document, which has been agreed to by the IOs and sets forth their responsibilities. A copy of the Scope of Work document is attached as Exhibit B and is incorporated herein.
- 1.35 Service Award.** “Service Award” means Court-approved compensation awarded to Named Plaintiffs and the Estate of Evelyn Houser for their respective roles as litigants in this case.
- 1.36 Settlement Administrator.** “Settlement Administrator” means the company or individual retained by Class Counsel to distribute the Notices and Claim Forms, and to otherwise administer the settlement. If the Court’s Final Approval Order approves the terms of this Agreement, the Settlement Administrator’s fees and costs of administering the settlement shall be borne by the Settlement Fund.
- 1.37 Settlement Fund.** “Settlement Fund” means the Fifteen Million and No/100 Dollars (\$15,000,000) that Census will pay to settle this lawsuit.
- 1.38 Third Amended Complaint.** “Third Amended Complaint” means the Third Amended Class Action Complaint filed in this Litigation on September 16, 2014.

2. INITIAL PROCEDURAL ISSUES

- 2.1 Binding Agreement.** This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.
- 2.2 Retention and Responsibilities of the Settlement Administrator.** The Settlement Administrator will be responsible for distributing the Notices and Claim Forms to Class Members in accordance with the Court’s Preliminary Approval Order, maintaining a toll-free phone number and website to answer class member questions, collecting and

verifying responses, providing copies of all Claim Forms to Class Counsel and distributing Service Awards. The Settlement Administrator shall be paid by Class Counsel.

- (A) The Parties will have equal access to the Settlement Administrator. The Settlement Administrator will provide regular reports to Class Counsel, but no less frequently than every two (2) weeks, regarding the status of distributing Notices and Claim Forms to Class Members, the claims administration process, and the identity and number of Class Members who file Group A and Group B Claim Forms, and which Class Members, if any, object to and/or opt-out of the Settlement. The Settlement Administrator will make the same information available to Census upon request.
- (B) Census agrees to reasonably cooperate with the Settlement Administrator to facilitate Census's obligations in this Agreement, including to provide information to assist the Settlement Administrator in locating Class Members, as specified in Section 2.4 below.

2.3 Preliminary Approval Motion.

- (A) Following the Parties' execution of this Agreement, Class Counsel will file with the Court a Motion for Preliminary Settlement Approval, memorandum of law in support thereof, proposed Notice to Class Members, Claim Form, and Proposed Order (together the "Preliminary Approval Motion"), that is consistent with the Agreement. The Preliminary Approval Motion will seek a settlement class pursuant to Federal Rule of Civil Procedure 23(e) and 23(b)(3), with an opt out right.
- (B) The Preliminary Approval Motion also will seek the setting of date(s) for individuals to opt out of this Agreement or provide objections to this Agreement, which date will be ninety (90) days from the date Notice is transmitted to the Class Members, and for a Fairness Hearing for Final Approval of the Settlement before the Court at the earliest practicable date.
- (C) In the Preliminary Approval Motion, Class Counsel will seek to certify a Fed. R. Civ. Proc. 23(b)(3) settlement class, with an opt out right, and inform the Court of the intended process to obtain a Final Approval Order that will, among other things: (1) approve the Settlement as fair, adequate and reasonable; (2) incorporate the terms of the Release, as described herein; (3) dismiss the Litigation with prejudice; (4) award Class Counsel fees and costs; and (5) award Service Awards to Named Plaintiffs.
- (D) If the Court denies the Preliminary Approval Motion, the Parties will work together in good faith to revise the Agreement to address the Court's concerns, seek reconsideration, and/or appeal the Court's decision. Any disputes between the Parties will be submitted to the Mediator. If these efforts are ultimately unsuccessful or a settlement class is not certified, the Litigation will resume as if

no settlement had been attempted, and this Agreement will be null and void, with no force and effect.

- (E) The Parties will work together, diligently and in good faith, to expeditiously obtain a Preliminary Approval Order, Final Approval Order, and all other aspects of the settlement approval process.

2.4 Notice to Class Members

- (A) Within fourteen (14) days of the filing of the Preliminary Approval Order, Census will provide the Settlement Administrator, in electronic form, a list of all 2010 decennial census applicants who were excluded by Census's adjudication criteria, or who received Census's 30-day letter. Census will provide the following information for each such applicant, to the extent said information was originally provided by the applicant to Census and resides in Census' records: name, social security number, self-reported email addresses, last known address, and last known phone numbers. All information provided regarding potential class members will also be provided to Class Counsel. Before such information is released, the Parties will draft a protective order to be signed by the Settlement Administrator and Class Counsel and endorsed by the Court. The protective order will cover all decennial census applicants' personal identifying information protected under the Privacy Act.
- (B) Within fourteen (14) days of Census's provision of the information set forth in Section 2.4(A) to the Settlement Administrator, the Settlement Administrator will transmit via electronic mail to any potential class member for whom an e-mail address was provided, the Court approved Notice and Claim Form. For potential class members for whom Census does not produce an e-mail address and those for whom the e-mail notice is returned undeliverable, the Settlement Administrator will provide, via First Class United States Mail, postage prepaid, a postcard notifying them of the Settlement and directing them to an interactive settlement website and a toll-free number for additional information. The website and the toll-free number will be operated by the Settlement Administrator. Potential class members will be able to view the Notice and Claim Form through the website and can either submit online or print and submit via e-mail, fax or U.S. Mail. Potential class members will also be able to request a hard copy to be sent to them via First Class Mail.
- (C) The Claim Form shall require the potential class member to provide his or her name, signature, date of signing, a certification that he or she applied for a position with Census, and a certification that he or she self-identifies as African-American and/or Latino (and will include the option to provide an email address). The Claim Form will also contain a short description of what it means to be a Group A Filer and Group B Filer, an opportunity to select to be a Group A Filer or Group B Filer, and information regarding the Settlement opt out procedure discussed in Section 2.5. The Claim Form will be returnable by email, website, fax, or U.S. Mail.

- (D) All Group A and Group B filers who self-identify as African-American or Latino will automatically be designated by the Settlement Administrator as official "Class Members." The Settlement Administrator shall exclude from Class Member Relief any individual that fails to affirmatively self-identify as African-American or Latino. Additionally, the Settlement Administrator shall have sole authority to reject any Claim Form on the basis that it contains any manner of incomplete information.
- (E) In order to be timely, Claim Forms sent by email not returned as undeliverable or mailed by the Settlement Administrator and not returned as undeliverable must be returned to the Settlement Administrator by the date which is ninety (90) days after the date they are transmitted by the Settlement Administrator, but no later than one hundred and twenty (120) days after the date of the initial transmittal of the Notices. Claim Forms will not be considered if received by fax or email or the envelope returning it to the Settlement Administrator is dated or postmarked later than that date (*i.e.*, more than ninety (90) days after the date transmitted by the Settlement Administrator, or more than one hundred and twenty (120) days after the date of the initial transmittal of the Notices). However, additional time may be provided to a potential class member who misses the Claim Bar Date if good cause, as determined by the Settlement Administrator, is demonstrated by the potential class member, provided that in no event may the additional time exceed ninety (90) additional days after the Claim Bar Date.
- (F) The Settlement Administrator will take all reasonable steps to obtain the correct address of any Class Members or potential class members for whom a Notice is returned by the post office as undeliverable and shall attempt to re-mail the Notice to the updated address. The Settlement Administrator will notify Class Counsel of any Notice sent to a Class Member or potential class member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement. Class Members or potential class members for whom any re-mailing is sent shall have ninety (90) days from the last re-mailing to submit their Claim Form, or one hundred and twenty (120) days from the initial mailing, whichever is earlier.
- (G) All Class Members and potential class members will be deemed to have filed their Claim Forms with the Court on the date the Claim Form is returned to the Settlement Administrator.

2.5 Class Member Opt Outs.

- (A) Any Class Member who chooses to opt out of the Settlement as set forth in this Agreement must mail via First Class United States Mail, postage prepaid, a written, signed statement to the Settlement Administrator that states he or she is opting out of the Settlement, and include his or her name, address, email address(es), and telephone number(s) and state, "I opt out of the Census 2010 Decennial Applicant Settlement" ("Opt out Statement").

- (B) The end of the time period to opt out of the Settlement (“Opt out Period”) shall be ninety (90) days after the day on which the Settlement Administrator transmits a Notice to a Class Member. Class Members whose first mailing was returned to the Settlement Administrator as undeliverable will be allowed until the earlier of (a) ninety (90) days after the re-mailing or (b) one hundred and twenty (120) days after the Settlement Administrator’s initial mailing to all Class Members to opt out. The Settlement Administrator will not attempt more than two (2) mailings of the Notice to any Class Member, and no mailing shall occur more than ninety (90) days after the first mailing to the Class Member.
- (C) The Settlement Administrator will, within ten (10) days after the last day on which it delivers the last Notice to any Class Member, notify Class Counsel and Defendant’s Counsel by email of the precise date of the end of the Opt out Period.
- (D) The Settlement Administrator will stamp the postmark date on the original of each Opt out Statement that it receives and shall send copies of each Opt out Statement to Class Counsel and Defendant’s Counsel not later than three (3) days after receipt thereof. The Settlement Administrator will also, within three (3) days of the end of the Opt out Period, file with the Clerk of Court, stamped copies of any Opt out Statements. The Settlement Administrator will, within 24 hours of the end of the Opt out Period, send a final list of all Opt out Statements to Class Counsel and Defendant’s Counsel by both email and overnight delivery. The Settlement Administrator will retain the stamped originals of all Opt out Statements and originals of all envelopes accompanying Opt out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.
- (E) Any Class Member who does not properly submit an Opt out Statement pursuant to this Agreement will be deemed to have accepted the Settlement and the terms of this Agreement, and will be eligible to participate as a Group A Filer or Group B Filer by filing a Claim Form, as set forth in this Agreement. Any Class Member who fails to submit a claim for relief in accordance with Section 2.4 of this Agreement or who opts out under this Section will not be entitled to Class Member Relief.

2.6 Objections to Settlement.

- (A) Class Members who wish to present objections to the proposed Settlement at the Fairness Hearing must first do so in writing. To be considered, such statement must be mailed to the Settlement Administrator via First Class United States Mail, postage prepaid, and be received by the Settlement Administrator by a date certain ninety (90) days after the Settlement Administrator mails a Notice to such Class Member. The statement must include all reasons for the objection and any reasons not included in the statement will not be considered. The statement must also include the name, address, email(s), and telephone number(s) for the Class Member making the objection. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and

Defendant's Counsel by email and first class mail no later than three (3) days after receipt thereof. The Settlement Administrator will also file the date-stamped originals of any and all objections with the Court within three (3) days after the end of the Opt out Period.

- (B) An individual who files objections to the Settlement ("Objector") also has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing in his or her written objections at the time he or she submits his or her written objections. An Objector may withdraw his or her objections at any time. No Class Member may present an objection at the Fairness Hearing based on a reason not stated in his or her written objections. A Class Member who has submitted an Opt out Statement may not submit objections to the Settlement.
- (C) The parties may file with the Court written responses to any filed objections no later than three (3) days before the Fairness Hearing.

2.7 Fairness Hearing and Motion for Final Approval and Dismissal.

- (A) At the time established by the Court via the Preliminary Approval Motion (*See* Section 2.3(A) *supra*), Plaintiffs' Counsel will file with the Court a Motion for Final Approval of Settlement, and a Proposed Order Approving the Settlement and Dismissing the Litigation with prejudice ("Final Approval Motion") that is consistent with this Agreement.
- (B) At the Fairness Hearing and in the Motion for Final Approval of Settlement, Plaintiffs' counsel will request that the Court, among other things: (1) certify the Class for purposes of settlement; (2) approve the Settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members who have not timely opted out of the Settlement; (3) order the attorneys' fees and costs to be paid to Class Counsel from the Settlement Account; (4) order the dismissal with prejudice of all claims asserted or that could have been asserted in the Litigation and the claims of all Class Members who did not opt-out, subject only to an application for relief under Fed. R. Civ. P. 60(b)(1), or 60(d); (5) order entry of Final Judgment in accordance with this Agreement; and (6) retain jurisdiction as necessary for the purpose of facilitating the Settlement and other relief pursuant to this Agreement.
- (C) If the Court fails to enter a Final Approval Order in accordance with this Agreement, or if the Final Approval Order is set aside on appeal, Class Counsel and Defendant's Counsel will work together in good faith to revise the Agreement to address the Court's concerns, seek reconsideration, and/or attempt other remedial actions to correct any deficiencies in the Agreement. Any disputes between the parties will be submitted to the Mediator. If these attempts are unsuccessful, or a settlement class is not certified, the Litigation will proceed as if

no settlement had been attempted, and this Settlement will be null and void, with no force and effect.

- (D) If the Court fails to enter a Final Approval Order, and the remedial actions specified in Part C of Section 2.7 in this Agreement are not successful, the Settlement Administrator will provide notice to Class Members that the Agreement did not receive Final Approval and that, as a result, the Class Members will receive no benefit under the Agreement. The content of such notice shall be agreed to by the Named Plaintiffs' counsel and Census, and such notice shall be distributed by the Settlement Administrator.

3. SETTLEMENT TERMS

3.1 Settlement Amount.

- (A) Census agrees to pay the Settlement Fund, which is a total of Fifteen Million and No/100 Dollars (\$15,000,000), which shall fully resolve and satisfy the individualized relief through the Records Assistance Project, any claim for attorneys' fees and costs approved by the Court, any Court-approved Service Awards to Named Plaintiffs, any fees and costs associated with investing and liquidating the Settlement Fund, and the Settlement Administrator's fees and costs. Class Counsel will seek court approval up to Ten Million and No/Dollars (\$10,000,000), for the payment of attorneys' fees and costs and the Settlement Administrator's fees and costs, and costs relating to the maintenance of the Settlement Fund. Class Counsel will seek Court approval for their fees at the rates provided to Census in the schedule attached as an exhibit to the Motion for Final Approval. The Settlement Fund will be paid on the Funding Date, which is defined as meaning as soon as practicable after receipt of Final Approval.
- (B) Outten & Golden LLP shall deposit the Settlement Fund in its entirety into an FDIC insured interest-bearing account, and interest from such interest-bearing account will become part of the Settlement Fund and be held by Outten & Golden LLP in escrow.
- (C) Any uncashed Service Awards and all other amounts remaining in the Settlement Fund as of 180 days after Final Approval will be redistributed to the Records Assistance Project.
- (D) Nothing in this settlement constitutes an agreement by the United States concerning the characterization of any portion of the Settlement Amount for purposes of the Internal Revenue Code, Title 26 of the United States Code.

3.2 Programmatic Terms.

- (A) Selection. The Parties have jointly selected the IOs to work together as independent consultants to Census relative to the selection and hiring of temporary employees for the 2020 decennial census. The IOs have experience

conducting professional job analyses and validating selection criteria, including experience in the criminal background check context.

- (B) Responsibilities. The IOs will work together, in consultation with Census, to develop a recommended validated structure and selection process for the hiring of temporary employees for the various operations of the 2020 decennial census. Their recommendations will be memorialized in the Hiring Selection Report.
- (C) Scope of Work. The Parties have agreed upon the Scope of Work Document (*see* Exhibit B). The Parties have met with the IOs and have discussed various aspects of this project, and each IO has agreed through his or her affiliated corporate entity to undertake the assignment set forth in the Scope of Work Document. The IOs agree to use their best efforts to fulfill their obligations under the Scope of Work Document. Census agrees to give the IOs as much advance notice as possible with regard to scheduling issues and will make its relevant staff, employees, and outside contractors and other relevant entities or individuals available to the IOs on a timely basis. Census agrees to request that the Office of Personnel Management (“OPM”) cooperate with the IOs concerning OPM’s validation of the new test for temporary 2020 decennial census employees (“New Test”). Any recommendations by the IOs relating to improving the reliability and/or validity of the New Test will be communicated to OPM by Census.
- (D) Compensation of the IOs. Census will enter into a consulting agreement with the IOs, which provides for their respective compensation and is consistent with the Scope of Work Document and applicable Federal laws, rules, regulations, and guidance, at the latest, within fourteen (14) days of the Parties’ entering into a formal settlement agreement. The IOs will commence their assignments within fifteen (15) days after the Court enters the Final Approval Order approving the Settlement of this lawsuit, but nothing in this provision shall prevent Census from, in consultation with Named Plaintiffs’ counsel, contracting with the IOs and commencing work before the Court enters an order approving the Settlement of this lawsuit.
- (E) Dispute Resolution.
 - (1) Resolution of Differences between the IOs. The IOs are expected to work together to develop validated selection approaches and recommendations to Census for the 2020 decennial census. In the event that a material difference of opinion arises between the IOs relative to matters that are covered by the Scope of Work Document, they will promptly notify Class Counsel, Defendant’s Counsel, and the Mediator in writing of the issue. Upon notification, the Mediator shall convene a joint meeting with the IOs and Class Counsel and Defendant’s Counsel to discuss the issue(s) and to agree on a resolution. In the event that a resolution cannot be reached between the IOs on the disputed issue through the aforementioned process, Class Counsel and Defendant’s Counsel may consider submitting the disputed issue to a third IO jointly selected by the parties. Absent further

written agreement of Census, nothing in this provision shall obligate Census or any other agency of the United States to retain or pay for work performed by such a third IO.

- (2) Resolution of Disputes Where Census Rejects an IO Recommendation.
 - (a) Census and the IOs will work together constructively to address concerns or issues. Census will inform the IOs if it intends to reject or materially modify any IO recommendation. If after consultation between Census and the IOs an impasse is reached regarding a recommendation, Class Counsel and Defendant's Counsel will jointly meet with the IOs and the Mediator to attempt to expeditiously resolve the matter.
 - (b) If, following such meetings, Census still does not agree with a joint recommendation of the IOs, Census and the IOs shall notify Class Counsel and the Mediator in writing. The Mediator shall then consider the Parties' respective positions and make a non-binding recommendation on resolution. Census shall promptly provide to the Mediator and Class Counsel a written response to the Mediator's recommendation.
- (F) The Parties understand and agree that nothing in this Agreement precludes Class Counsel or any Class Member from taking legal action against Census for its future hiring policies and practices. However, a failure by Census to adopt any recommendation of the IOs will not constitute a breach of the Agreement.
- (G) The IOs and the Mediator have agreed to serve consistent with this Agreement and understand the need for expeditious resolution of all matters covered herein. If, however, one or both of the IOs must withdraw due to illness or other reason, Census and Class Counsel agree to work together to replace said IO or IOs with a person or persons who can be brought up to speed quickly with regard to the issues to be resolved and who will work under the same terms and conditions as the original IOs. If Census and Class Counsel cannot agree on an IO, they can each make written submissions to the Mediator requesting that the Mediator select a preferred IO or IOs. Similarly, if the Mediator is forced to withdraw, Class Counsel and Defendant's Counsel will notify the court and immediately seek a replacement Mediator acceptable to Census and Class Counsel.

3.3 Class Member Relief.

- (A) Records Assistance Project: Group A Filers.
 - (1) Scope. Class Counsel will establish the Records Assistance Project to assist Group A Filers. The Records Assistance Project will obtain computerized criminal history records information and attempt to resolve issues such as open dispositions and other discrepancies. Class Counsel intend to contract with Cornell University's School of Industrial and Labor

Relations to serve as the clearinghouse for Group A Filers. In addition, Class Counsel intend to work with Cornell University to design training and other Class Member assistance programs. The Records Assistance Project may provide additional Class Member services depending on the number of Group A Filers and Settlement Fund budget constraints, at the sole discretion of Class Counsel. The costs and expenses of the provision of these services to Group A filers shall be paid solely out of the Settlement Fund. The Agreement allocates Five Million and No/000 Dollars (\$5,000,000) to fund the Records Assistance Project and for individual relief for Class Members who select in their Claim Forms to be Group A Filers and for Individual Service Awards and the payment of Service Awards. Any unclaimed funds, including but not limited to Service Awards, will be given to the Records Assistance Project.

- (2) Coordination. Class Counsel will coordinate with relevant programs within the U.S. Department of Labor and Department of Justice providing re-entry services, to encourage opportunities to maximize the reach and benefit of the Records Assistance Project to Class Members. Coordination shall mean that Census will contact the relevant federal agencies notifying them of this Settlement and will request that whenever possible, their appropriate staff employees assist Class Counsel to support the purposes of this Settlement.

(B) Advance Notice Hiring: Group B Filers.

- (1) Scope. Census will provide Group B Filers with advance notice of its intent to hire temporary applicants. Such “early notice” shall be made before, or no later than contemporaneously with, Census’s first general announcement of 2020 decennial hiring, such that Group B Filers who provide timely and complete applications will have their applications considered for census jobs along with the first group of applicants for the 2020 decennial.
- (2) Procedure. Census will draft an “early notice” announcement directed at Group B filers and provide it to the Settlement Administrator. The Settlement Administrator will then provide the Census’s early notice announcement to all Group B Filers who have provided a valid email and/or cellular telephone address on their Claim Form. The early notice announcement will be provided via email, text message, or any other appropriate means selected by the Settlement Administrator. When hiring commences, Group B Filers who have completed the standard temporary hiring application will have their criminal history reviewed through the process adopted by Census following consultation with the IOs. Costs and expenses relative to the processing/potential hiring of Group B filers will not be paid out of the Settlement Fund. The Parties, including the Settlement Administrator, shall not be responsible for notifying any Group

B applicant that fails to provide a valid email or cellular telephone address.

- (3) Coordination. Class Counsel, Defendant's Counsel, and Census will work together to provide a meaningful Group B early notice announcement that will assist Group B Filers in pursuing temporary job opportunities for the 2020 decennial census, including but not limited to information about the criminal background check process.

3.4 Payment to Mediator for Duties Performed Pursuant to This Agreement.

- (A) Reasonable fees and costs incurred by the Mediator in performance of his duties after the Effective Date of this Agreement shall be shared equally by the Parties or their respective counsel.

3.5 Settlement Amounts Payable as Attorneys' Fees and Costs.

- (A) At the Fairness Hearing and in the Motion for Final Approval, Class Counsel will petition the Court for an award of attorneys' fees and reimbursement of actual litigation costs and expenses, to include all costs of claims administration, including claim administrator fees and costs, in an amount of no more than Ten Million and No/000 Dollars (\$10,000,000) from the Settlement Fund.
- (B) The outcome of any proceeding related to Class Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval. Any fees or costs sought by Class Counsel but not approved by the Court shall revert to the Settlement Fund.
- (C) The attorneys' fees and costs shall be paid from the escrow account, after the Court approves the Final Approval Order, and no later than fourteen (14) days after when Census funds the Settlement Fund.

3.6 Service Awards and Other Payments to Named Plaintiffs.

- (A) In return for services rendered to the Class Members, at the Fairness Hearing, Named Plaintiffs will apply to the Court to receive Service Awards, funds for these awards to be drawn specifically from the Five Million and No/000 Dollars (\$5,000,000) allocated for individual relief. For purposes of this provision, the Estate of Evelyn Houser shall be deemed a Named Plaintiff. The Named Plaintiffs shall seek no more than ten thousand dollars (\$10,000) each.
- (B) The outcome of the Court's ruling on the application for Service Awards will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval. Should all or part of any Service Award sought not be approved by the Court, the sum shall revert to the Settlement Fund.

4. RELEASE

4.1 Release of Claims.

(A) *Release of Class Member Claims.* By operation of the entry of Final Approval, and except as to such rights or claims as may be created by the Settlement Agreement, each Class Member shall release Census from all claims, demands, causes of action, and liabilities, known and unknown, that they had, have, or may have under any legal or equitable theory, whether contractual, common-law, or statutory, and whether under federal, state, or local law, against Defendant arising from or relating to or concerning the hiring and employment eligibility procedures for the 2010 Decennial Census, including but not limited to, claims and facts alleged in this Action (and the underlying EEOC complaints), whether under the Third Amended Complaint and/or any prior version of the Complaint filed in this Action including, without limitation, under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*

(A) *Release of Fees and Costs.* By operation of the entry of Final Approval, and except as to such rights or claims as may be created by this Agreement, Named Plaintiffs, on behalf of the Class and each individual Class Member, irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Census for attorneys' fees or costs associated with Class Counsel's representation of Named Plaintiffs and the Class. Named Plaintiffs further understand and agree that any fee payments approved by the Court will be the full, final, and complete payment of all attorneys' fees and costs associated with Class Counsel's representation of the Class. The Estate of Evelyn Houser shall not be entitled to any separate award of attorneys' fees and costs.

5. INTERPRETATION AND ENFORCEMENT.

5.1 Cooperation between the Parties; Further Acts. Class Counsel shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. The Parties shall reasonably cooperate with each other, and each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the parties shall be deemed merged into this Agreement.

5.3 Binding Effect. This Agreement shall be binding upon the Parties and, with respect to Named Plaintiffs and all Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

5.4 Arms' Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this

Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

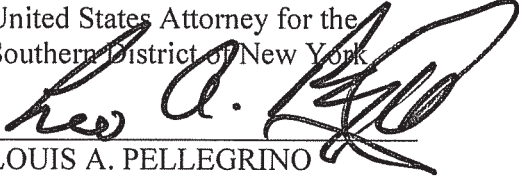
- 5.5 Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 5.6 Construction.** Determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.
- 5.7 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the United States.
- 5.8 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby. The Court shall not have jurisdiction or authority to modify the terms of the Agreement or to increase Defendant's payment obligations hereunder.
- 5.9 Waivers, etc. To Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of the Named Plaintiffs and Census and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by a Parties to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 5.10 When Agreement Becomes Binding; Counterparts.** This Agreement shall become valid and binding upon its complete execution, except that it shall be without force or effect if not approved by the Court other than as to any act or obligation that is required or contemplated to occur prior to the Court's decision whether to preliminarily or finally approve the settlement. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 5.11 Facsimile and Email Signatures.** Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or email.

WE AGREE TO THESE TERMS, .

Dated: New York, New York
April 8, 2016

PREET BHARARA
United States Attorney for the
Southern District of New York

By:


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Attorneys for Plaintiffs and the Class

Exhibit A

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
Gonzalez v. Pritzker, 10-CV-3105

CLAIM FORM

c/o

[Claims Administrator Name/Address]

IMPORTANT: You are receiving this Claim Form because the records of the U.S. Census Bureau, a division of the U.S. Department of Commerce, which is the Defendant in the above-referenced action, indicate that you *may* qualify as a member of the Settlement Class, as those terms are defined below and in the Notice you received along with this Claim Form.

If you are African-American or Latino and you applied for a temporary job with the 2010 Decennial Census, but you did not advance in the hiring process past the criminal background check process, then you may be a member of the Settlement Class.

In order to be eligible to participate in the class member relief described in the Notice, you must fill out and submit this Claim Form. Your Claim Form must include your printed name and signature in the “Signature and Declaration of Claimant” portion of the form. The Claim Form **MUST** be returned POSTMARKED or EMAILED, FAXED, OR FILED ONLINE by XXX to be timely.

NOTE: Whether or not you submit a Claim Form, unless you opt-out, all Released Claims as described in the Notice that you may have up through the date of Preliminary Approval of the Settlement Agreement will be barred by this Settlement.

To opt out of the settlement, you must mail a written, signed statement that you are opting out of the class member relief portion of the Settlement to the **[Claims Administrator]**.

The opt-out statement must contain a written, signed statement that includes your name, address, email address(es), and telephone number(s), and states that you are opting out of the Settlement by stating “I opt out of the Census 2010 Decennial Applicant Settlement.” To be effective, this opt out-statement must be mailed via First Class United States Mail, postage prepaid, to the Claims Administrator, and must be postmarked on or before _____, 2016 [90 days after notice].

TO MAKE A CLAIM FOLLOW THESE INSTRUCTIONS:

It is important to read and follow these instructions carefully. Failure to follow these instructions may result in your losing benefits to which you might otherwise be entitled.

If you do not return this Claim Form by XXX, your claim will be rejected and you will lose all rights to receive relief from this settlement. If returning the Claim Form by U.S. Mail, you must mail the Claim Form to:

XXXX

If you are returning the Claim Form on-line, [add instructions].

You may also print and email the form to:

Or submit by fax to:

You must sign and date the Claim Form.

PERSONAL INFORMATION (Required)

Name (First, Middle, Last)

Email

Mobile or Home Phone

Street Address

Apartment Number

City

State

Zip Code

CLASS MEMBER RELIEF CHOICE (Required):

You may choose only ONE of the two following Options:

GROUP A FILER:

If you wish to work with The Records Assistance Project to obtain your personalized criminal history records information and attempt to resolve open issues or discrepancies, choose Group A Filer.

OR

GROUP B FILER:

If you wish to receive early notice of the commencement of hiring for temporary jobs for the 2020 decennial census, choose Group B Filer. Please identify your preferred method of notification:

_____ Email: _____

____ Text: _____

____ Mail: _____

SIGNATURE AND DECLARATION OF CLAIMANT (Required)

I, _____, declare that the information and facts I have stated in this Claim Form are true and accurate to the best of my personal knowledge, that I was an African-American or Latino applicant for a temporary position with the 2010 Decennial Census, and that I will be bound to the Release and Bar Order in the matter of *Gonzalez, et al. v. Pritzker*.

Date: _____

Signature of Claimant

Exhibit B

CENSUS HIRING PROCESS DEVELOPMENT

SCOPE OF WORK

OVERVIEW

The Parties in *Houser v. Pritzker* have jointly selected Industrial Organizational Psychologists (IOs) Dr. Kathleen Lundquist and Dr. Eric Dunleavy to work together as independent consultants, in consultation with Census and Plaintiffs' Counsel, to develop recommendations for validated selection policies and procedures for the hiring of temporary employees for the various operations of the 2020 Decennial Census (Hiring Selection Report). Counsel for the Parties are to work with Census to provide adequate funding for the IOs and any experts and staff that may be needed to complete this assignment. In consultation with the IOs, the Parties will develop a timeline for the Hiring Selection Report with a target completion date.

PURPOSE

The IOs are tasked with working with Census to develop a validated structure and process for the 2020 Decennial Census selection and hiring process for temporary employees, using validated selection procedures, which will both serve the interest of the Government in completing a timely and effective Census and eliminate or reduce any adverse racial or national origin impact on African Americans and Hispanics.

SCOPE

Working with the Census, the IOs will develop specific policies and procedures for all aspects of the temporary employee selection process. This shall include all steps that will be part of the hiring process except for any testing instruments (which are being developed and validated separately but the IOs will have responsibility for signing off on the validity of the testing instruments, their administration and use in the selection process), and any other hiring selection procedures that Census may use for the selection of applicants for temporary positions for the 2020 Decennial Census. The IOs will work in conjunction with the Census to consider the use of effective and efficient solutions throughout the hiring process generally and with relation to the criminal background check process in particular. At the outset of this consulting project (currently projected to formally begin in late 2015 or early 2016) the IOs will meet with appropriate representatives of the Census and be briefed on the then-contemplated structure (including current thinking on the job duties and number of temporary workers that will be needed), proposed timelines for completion of various aspects of the Census, processes and procedures proposed to be used in carrying out Census operations, assistance that is contemplated by partner agencies and organizations, and other

such information and data as requested by the IOs. Thereafter the IOs will provide recommendations to the Census relative to the hiring of temporary personnel that will include:

1. A detailed workflow analysis and timelines for the hiring process as it relates to Census' overall work plan for the various operations;
2. Valid selection criteria for the different temporary positions;
3. Job application processes for temporary positions;
4. Criminal background check process including, but not limited to:
 - a. a detailed workflow analysis
 - b. the process for obtaining the background check reports
 - c. methods for gathering additional information
 - d. valid policies and procedures for clearing and processing applicants with criminal histories
 - e. validated adjudication criteria
 - f. recommendations on staffing levels and training for the individuals involved in the criminal background check process
5. The processes and criteria to be used to select applicants from the qualified applicant pool.

The IOs may recommend piloting or otherwise testing any aspect of their proposal.

Upon request the IOs will make themselves available to interact with and/or testify to Census management, executive branch agencies with oversight of Census functions and committees or subcommittees of Congress with oversight responsibility to discuss issues relative to this project, including the selection criteria, and the processes and procedures intended to be used for hiring temporary workers for the 2020 Census.

PERIOD OF WORK

The IOs will create a timeline and outline of the scope of their work consistent with this outline.

REPORTING RESPONSIBILITY

The IOs will provide the Government, its counsel, and Class Counsel and the mediator with quarterly written status reports that specifically identify any issues that may affect their ability to carry out the work provided for herein. Further, in the event that one or both of the IOs at any time request either a teleconference or in-person session with counsel for the Parties and the mediator, such session shall be promptly scheduled by the mediator.

COMMUNICATION WITH THE IOs

Counsel for all Parties may at any time submit questions or comments to the IOs, with copies to opposing counsel and the mediator.

The Government will provide the IOs with access to the information, materials and individuals the IOs request in order to achieve successful and timely completion of the project.

Exhibit 2

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
Gonzalez v. Pritzker, 10-CV-3105

If you are African American or Latino and you applied for a temporary job for the 2010 Decennial Census, but you did not advance in the hiring process due to the criminal background check process, then a proposed class action settlement could affect your rights.

If you take no action, you will be bound by the settlement. Your rights will be impacted.

A federal court has authorized this Notice.

- Please read this Notice carefully and fully. This Notice explains the lawsuit, the settlement, and your legal rights.
- The Notice describes a proposed class action settlement that, if approved by the Court, would require the United States Department of Commerce’s Bureau of the Census (“Defendant” or “Census”) to hire two independent experts to assist Census in designing a hiring process for the 2020 decennial census that reduces the impact of any background check used to make hiring decisions and ensures that all potential applicants, regardless of their race or ethnicity, have the same fair opportunity to compete for temporary job opportunities associated with the decennial census. (*See* Sections 6-7)
- The proposed settlement resolves claims of race, color, ethnicity, and national origin discrimination against Census based on the criminal background check policies it used to make hiring decisions for the 2010 decennial census. As part of the relief to Class Members, Census has agreed to provide Class Members with advance notice in the hiring process for the 2020 decennial census or assistance reconciling or clearing mistakes in their criminal history records through a settlement-funded Records Assistance Project. (*See* Section 4)
- The court has not decided that Census did anything wrong. But your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS	
Submit a Claim Form Before __, 2016. [120 days after mailing Notice]	If you are a Class Member and you are satisfied with the terms of the proposed settlement and would like to participate in the individual relief offered to Class Members, you can submit a claim form. The Claims Administrator will verify your eligibility.

<p>Do Nothing.</p>	<p>By doing nothing, you will not be able to participate in the individual relief offered to Class Members, however you will still give up any right to pursue claims against Defendant separately about the race, color, ethnicity, and national origin discrimination claims covered by the Settlement.</p>
<p>Exclude Yourself.</p>	<p>Exclude yourself from this lawsuit (opt-out). Do not participate in the Settlement. Keep any rights you might have to pursue claims against Defendant separately.</p> <p>If you ask to be excluded, you will not be eligible to participate in the Settlement, but you keep any rights you might have to pursue claims against Defendant separately about the legal claims covered by this Settlement.</p>
<p>Comment (Including Objecting).</p>	<p>If you are not satisfied with the terms of the proposed settlement, then you may write about that to the Claims Administrator. You may also appear in Court to explain why you don't like the proposed settlement.</p> <p>Unless you opt out, you may comment on or object to the Settlement whether or not you submit a Claim Form. You cannot both opt-out and object.</p>

- These rights and options – and the deadlines to exercise them – are explained in this Notice.

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BASIC INFORMATION

1. Why Did I Get This Notice?

The U.S. Census Bureau's records show that you applied for a temporary position during its 2010 decennial census hiring, were subjected to a criminal background check and subsequently sent a letter requesting explanatory information regarding a potential criminal history and providing you with 30 days to respond. If you are African American or Latino and did not advance in the hiring process past the criminal background check stage of the process, you are a member of the Class in this lawsuit.

The purpose of this Notice is to inform you about (a) this litigation, (b) the conditional certification of a Settlement Class, (c) the terms of the proposed Settlement, and (d) your rights in connection with a hearing to be held before the Court on [_____, 2016] to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to be excluded from the Settlement Class and, for those who remain Settlement Class Members, the steps necessary to participate in the Settlement in the event the Settlement is approved by the Court.

2. What Is This Lawsuit About?

This lawsuit claims that Census unlawfully discriminated against African Americans and Latinos by its use of particular criminal background check procedures to screen applicants seeking temporary employment during the 2010 decennial census.

Census denies it did anything wrong and no court has found Census did anything wrong. Census retains its right to defend itself against any claim brought against it.

3. What Is a Class Action?

In a class action, one or more people, called Named Plaintiffs, bring a lawsuit on behalf of people who a court finds have similar claims. These people, considered members of the same Class, are called Class Members. One court resolves the case for all Class Members, except for those who exclude themselves from the Class.

4. Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or in favor of Census. Instead, both sides agreed to a settlement to avoid a court trial, to provide a process to evaluate and change Census background check process in making hiring decisions and to create an individual benefit to class members through either a records clearance process or advance notice hiring for the upcoming

decennial Census. The Named Plaintiffs and the attorneys appointed to represent the Class think the settlement is best for the Class.

5. How Do I Know If I Am Part of the Settlement

You are a member of the Settlement Class affected by the Settlement if you are an African American or Latino who applied for a temporary position with the 2010 decennial census and did not advance in the hiring process past the criminal background check stage of the process.

If you aren't sure about your status, then you can contact the Claims Administrator at the address identified in Section 17.

THE PROPOSED SETTLEMENT – ESSENTIAL TERMS

6. What are the Terms of the Proposed Settlement

The Settlement requires Defendant to help those who did not advance in the 2010 census hiring by its criminal background check procedures and to consult with experts in adopting procedures for future hiring of temporary census workers, as described in Sections 7 and 8 below.

The Settlement requires Defendant to establish a \$15 million Settlement Fund. This Settlement Fund pays for all costs associated with: the class member relief described in Section 8; all attorneys' fees and costs awarded by the Court described in Section 11; all costs relating to the notice and claims processing by the Claims Administrator; and all amounts paid to Named Plaintiffs as Service Awards, described in Section 12.

PROGRAMMATIC RELIEF

7. What Changes Will Census Make to Its Hiring Practices

Defendant has agreed to undertake a review of its hiring policies and practices for temporary employees for the decennial census. This review is intended to minimize the impact that criminal background checks have on African-American and Latino applicants. It is expected that this review will benefit Settlement Class Members and future African-American and Latino job applicants.

The parties have jointly selected expert Industrial Organizational Psychologists ("IOs") to work as independent consultants to Census in formulating their selection and hiring of temporary employees for the 2020 decennial census. The IOs have experience conducting professional job analyses and validating selection criteria, including experience in the criminal background check context.

The IOs will work together, in consultation with Census, to develop and recommend to Census a validated structure and selection process for the hiring of temporary employees for the various operations of the 2020 decennial census.

CLASS MEMBER RELIEF

8. How Does the Claims Process for Individual Class Member Relief Work?

The Settlement also provides for the Settlement Class Members to choose between two types of class member relief: (A) participate in a Records Assistance Project to assist Settlement Class Members in resolving issues on their criminal background records, such as open dispositions and other discrepancies (“Group A Filer”); or (B) receive early notice of the commencement of hiring for temporary jobs for the 2020 decennial census (“Group B Filer”). You will choose between these two options on the Claim Form provided with this Notice.

Group A Filers

Attorneys for the Plaintiffs (“Class Counsel”) will work with Cornell University’s School for Industrial Labor Relations to set up a Records Assistance Project to coordinate assistance to Group A Filers. The Records Assistance Project will work with Group A Filers to obtain a computerized criminal history record information. Then, the Records Assistance Project will work with Group A filers to resolve particular issues that should not be on record reports, such as open dispositions or other discrepancies. Then, depending on the number of Group A Filers and budget constraints, the Records Assistance Project may work to provide additional more time-intensive services, such as criminal record expungement assistance.

The costs and expenses of these services to Group A filers will be paid solely out of the Settlement Fund. The Settlement Agreement allocates Five Million Dollars (\$5,000,000.00) to fund the Records Assistance Project (and for payment of Service Awards to the Named Plaintiffs as described in Section 12).

Group B Filers

Census will provide Group B Filers with early notice of the commencement of hiring for temporary jobs for the 2020 decennial census to assist Group B Filers in pursuing temporary job opportunities. Early notice will include information about the criminal background check process. This early notice will be made before, or at the same time as, Census’s first general announcement of 2020 decennial hiring through the Claims Administrator. Group B Filers who provide timely and complete applications will have their applications considered for census jobs along with the first group of applicants for the 2020 decennial. When hiring commences, Group B Filers who have completed the standard temporary hiring application will have their criminal history reviewed through the process adopted by Census following consultation with the IOs.

RELEASE

9. What Claims Are Released by the Settlement?

If the Court grants final approval of the Settlement, then all class members who do not opt-out of the settlement are giving up (also called “releasing”) their right to sue Census in connection with a failure to hire them for a temporary position during the 2010 decennial census. This release includes, but is not limited to, claims for race, color, ethnicity, and national origin discrimination under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.* Class members give up these rights whether or not they choose to make a claim as a Group A or Group B Filer. Unless you opt-out of the lawsuit, you will be covered by the Release, even if you do not submit a Claim Form for participation in class member relief as a Group A or Group B Filer.

THE LAWYERS REPRESENTING YOU AND THE CLASS

10. Do I Have a Lawyer in this Case?

The Court appointed the law firms of Outten & Golden, LLP, Lawyers’ Committee for Civil Rights Under Law, Community Legal Services of Philadelphia, Community Service Society of New York, the Indian Law Resources Center of Helena, Montana, LatinoJustice PRLDEF and the Center for Constitutional Rights, to represent you and other Class Members. Together, the lawyers are called Class Counsel.

Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with implementation and monitoring of the Settlement throughout the duration of the terms of the Settlement at no cost to you. Although it is not necessary, you may, if you wish to do so, retain your own attorney at your own expense.

11. How Will The Lawyers Be Paid?

Class Counsel will ask the Court for an award of attorneys’ fees and costs, to be paid from the Settlement Fund, in the amount of \$10,000,000 for the services they have provided to the Class in the six years since the filing of this lawsuit and will continue to provide through monitoring and administering the settlement.

Plaintiffs’ Counsel have pursued these claims on behalf of Plaintiffs and the Class without receiving any compensation for their services or reimbursement of their incurred litigation expenses. Plaintiffs’ Counsel have undertaken substantial risks in pursuing this matter.

You can review the request for attorneys’ fees and costs at www.censusediscriminationlawsuit.com. You can submit a written objection to the request. The Court will examine the request of Class Counsel at the Fairness Hearing, as well as any objections to that request, and determine the amount of fees to award.

NAMED PLAINTIFFS

12. What Can the Named Plaintiffs Get Under the Settlement?

The Named Plaintiffs may participate in class member relief as a Group A or Group B Filer by filing a Claim Form like any other Settlement Class member.

In addition, Class Counsel will ask the Court to award a service payment of \$10,000 each, to be paid from the Settlement Fund to seven current and three former Named Plaintiffs: Anthony Gonzalez, Ignacio Riesco, Precious Daniels, Alexis Mateo, Felicia Rickett-Samuels, Chynell Scott, Vivian Kargbo, Scotty Desphy, Edward Zahnle and to the Trust of Evelyn Houser. The proposed Service Awards would recognize the service that the Named Plaintiffs provided here, including their participation in the prosecution and settlement of this case. This participation included, among other things, each Named Plaintiff preparing for a deposition and then being deposed, responding to discovery requests, and remaining available to Class Counsel for consultation throughout the court of the lawsuit.

HOW TO PROCEED

13. What are my Options?

After reviewing the terms of the Settlement set forth in this Notice, you have three options. You must decide at this stage whether you want to: 1) remain a Settlement Class Member and retain an opportunity to participate in the class member relief as a Group A or Group B Filer; 2) opt-out and exclude yourself from participating in the Settlement; or 3) object to the Settlement at the Final Approval Hearing.

REMAIN A SETTLEMENT CLASS MEMBER

14. How Do I Remain in the Settlement Class?

If you do not request to be excluded, you will remain a part of the Settlement Class. The Court will hold the Final Approval Hearing and you, as a Settlement Class Member, will be represented by Class Counsel at no cost to you. In order to be eligible to participate in the class member relief as a Group A or Group B Filer, you must fill out the Claim Form attached to this Notice and return it to the Claims Administrator postmarked or filed on-line by no later than _____, 2016 [120 days after mailing Notice].

Whether or not you submit a Claim Form, unless you opt-out, all Released Claims (defined below) that you may have up through **the date on which the Settlement becomes effective**, will be barred by this Settlement. Unless you opt out, you remain eligible to object whether or not you submit a Claim Form.

OPTING OUT OF THE SETTLEMENT

15. Who Should Opt Out of the Class?

If (1) you want to keep the right to sue or continue to sue Census on your own for race, color, ethnicity, and/or national origin discrimination based on its criminal background check policies and practices, or (2) you do not want to be bound by the settlement of this lawsuit, then you should take steps to get out of the settlement. This is called “opting out.”

16. How Do I Opt Out of the Class?

To opt out of the settlement, you must mail a written, signed statement that you are opting out of the class member relief portion of the Settlement to the **Claims Administrator** at the address below:

Census Settlement Administrator
PO Box 2518
Faribault, MN 55021-9518

To be effective, the opt-out statement must contain a written, signed statement that includes your name, address, email address(es) and telephone number(s), and states that you are opting out of the Settlement by stating “I opt out of the Census 2010 Decennial Applicant Settlement” (“Opt-out Statement”). To be effective, this opt-out statement must be mailed via First Class United States Mail, postage prepaid, to the Claims Administrator, and must be postmarked on or before _____, 2016 [90 days after notice].

Please note that Settlement Class Members who submit timely and valid requests for exclusion will have no right to object to the Settlement in court and will no longer be represented by Class Counsel.

OBJECTING TO THE SETTLEMENT

17. How Do I Tell the Court That I Don’t Like the Settlement?

The Court must assess the overall fairness and reasonableness of the Settlement to the Class. If you’re a Class Member, then you can object to the settlement if you don’t like any part of it, and the Court will consider your views. However, in order to speak at the hearing, or have your objection to the Settlement considered by the Court, you must submit a written objection to the Settlement prior to the Final Approval Hearing that includes a detailed description of the basis of the objection. To be considered, the objection statement must be mailed to the Claims Administrator via First-Class United States Mail, postage prepaid, and be received by the Claims Administrator on or before _____, 2016 [90 days after notice]. The statement must include all reasons for the objection and any reasons not included in the statement will not be

considered. The statement must also include the name, address, email(s), and telephone number(s) for the Class Member making the objection.

A Class Member who has submitted an Opt-Out Statement may not submit objections to the Settlement.

The address of the Claims Administrator is:

Census Settlement Administrator
PO Box 2518
Faribault, MN 55021-9518
Telephone: (866) 759-6517
Facsimile: (877) 625-9460

The addresses of Lead Class Counsel are:

Adam T. Klein
OUTTEN & GOLDEN LLP
3 Park Avenue, 29th Floor
New York, New York 10016
Telephone: (212) 245-1000
Facsimile: (212) 977-4005

THE COURT'S FAIRNESS HEARING

18. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Fairness Hearing at _____ a.m./p.m. on _____, 2016, in the courtroom of the Honorable Frank Maas at the United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, 10007.

At this hearing, the Court will determine whether the proposed settlement is fair, reasonable, and adequate. If there are any objections, then the Court will consider them. The Court will also consider whether the motion of the Plaintiffs' attorneys, or "Class Counsel," for an award of attorneys' fees and expenses should be approved, and whether, in accordance with the settlement, an order and judgment should be entered bringing the litigation to a conclusion.

19. Do I Have To Come To The Hearing?

No. Class Counsel and Census's Counsel will answer questions the Judge may have of them. If you send an objection, then you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

20. May I Speak at the Hearing?

You may speak at the Hearing only if you have filed an objection, as outlined in Section 16. An individual who files objections to the Settlement (“Objector”) has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector, at your own expense. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in the written objection at the time the Objector submits his or her written objections. An Objector may withdraw his or her objections at any time. No Class Member may present an objection at the Fairness Hearing based on a reason not stated in his or her written objections.

GETTING MORE INFORMATION

21. Where Can I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy by visiting the case website, www.censusdiscriminationlawsuit.com or contacting the Claims Administrator. If you have further questions or are still not sure whether you are included, you can get free help at www.censusclassactionsettlement.com, by calling the Claims Administrator at (866) 759-6517, or by calling or writing to Class Counsel in this case at the contact numbers/address listed in Section 17.

Again, the important deadlines are:

Last Day To Submit A Claim Form: _____, 2016 [120 days after mailing Notice.]

Last Day To “Opt-Out” Of The Settlement Class: _____, 2016 [90 days after mailing Notice.]

Last Day To Object To The Settlement: _____, 2016 [90 days after mailing Notice.]

Final Approval Hearing: _____, 2016

PLEASE DO NOT CALL OR CONTACT THE COURT, THE OFFICE OF THE CLERK OF COURT, OR DEFENDANT WITH QUESTIONS REGARDING THIS NOTICE.

Dated: _____, 2016

The Honorable Frank Maas
United States Magistrate Judge

Exhibit 3

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
Gonzalez v. Pritzker, 10-CV-3105

CLAIM FORM

c/o

[Claims Administrator Name/Address]

IMPORTANT: You are receiving this Claim Form because the records of the U.S. Census Bureau, a division of the U.S. Department of Commerce, which is the Defendant in the above-referenced action, indicate that you *may* qualify as a member of the Settlement Class, as those terms are defined below and in the Notice you received along with this Claim Form.

If you are African-American or Latino and you applied for a temporary job with the 2010 Decennial Census, but you did not advance in the hiring process past the criminal background check process, then you may be a member of the Settlement Class.

In order to be eligible to participate in the class member relief described in the Notice, you must fill out and submit this Claim Form. Your Claim Form must include your printed name and signature in the “Signature and Declaration of Claimant” portion of the form. The Claim Form **MUST** be returned POSTMARKED or EMAILED, FAXED, OR FILED ONLINE by XXX to be timely.

NOTE: Whether or not you submit a Claim Form, unless you opt-out, all Released Claims as described in the Notice that you may have up through the date of Preliminary Approval of the Settlement Agreement will be barred by this Settlement.

To opt out of the settlement, you must mail a written, signed statement that you are opting out of the class member relief portion of the Settlement to the **[Claims Administrator]**.

The opt-out statement must contain a written, signed statement that includes your name, address, email address(es), and telephone number(s), and states that you are opting out of the Settlement by stating “I opt out of the Census 2010 Decennial Applicant Settlement.” To be effective, this opt out-statement must be mailed via First Class United States Mail, postage prepaid, to the Claims Administrator, and must be postmarked on or before _____, 2016 [90 days after notice].

TO MAKE A CLAIM FOLLOW THESE INSTRUCTIONS:

It is important to read and follow these instructions carefully. Failure to follow these instructions may result in your losing benefits to which you might otherwise be entitled.

If you do not return this Claim Form by XXX, your claim will be rejected and you will lose all rights to receive relief from this settlement. If returning the Claim Form by U.S. Mail, you must mail the Claim Form to:

XXXX

If you are returning the Claim Form on-line, [add instructions].

You may also print and email the form to:

Or submit by fax to:

You must sign and date the Claim Form.

PERSONAL INFORMATION (Required)

Name (First, Middle, Last)

Email

Mobile or Home Phone

Street Address

Apartment Number

City

State

Zip Code

CLASS MEMBER RELIEF CHOICE (Required):

You may choose only ONE of the two following Options:

GROUP A FILER:

If you wish to work with The Records Assistance Project to obtain your personalized criminal history records information and attempt to resolve open issues or discrepancies, choose Group A Filer.

OR

GROUP B FILER:

If you wish to receive early notice of the commencement of hiring for temporary jobs for the 2020 decennial census, choose Group B Filer. Please identify your preferred method of notification:

_____ Email: _____

____ Text: _____

____ Mail: _____

SIGNATURE AND DECLARATION OF CLAIMANT (Required)

I, _____, declare that the information and facts I have stated in this Claim Form are true and accurate to the best of my personal knowledge, that I was an African-American or Latino applicant for a temporary position with the 2010 Decennial Census, and that I will be bound to the Release and Bar Order in the matter of *Gonzalez, et al. v. Pritzker*.

Date: _____

Signature of Claimant



Exhibit 4



Qualifications Summary

This document outlines Rust Consulting's qualifications to serve as the administrator for class action, mass tort, and regulatory settlements, as well as to perform other similar, complex and time-sensitive matters. It includes summary information categorized as follows:

- Firm Overview
- Practice Area Organization
- Personnel
- Services
- Representative Case Experience
- Data and System Security

FIRM OVERVIEW

Rust Consulting, Inc., a SourceHOV company, is a consulting and administration firm that ranks among the industry leaders in the class action field. Rust provides public and private sector clients a full complement of services required to administer legal settlements and other complex or time-sensitive programs. These services include consulting; project management; data management; notification; contact centers and websites; claims processing; and fund management, distribution, and tax reporting.

Rust grew out of the Rust Consulting Group, which was founded in 1976 by Ron Rust as a litigation support firm that pioneered the use of computer technology in litigation support. In 1988, the Group administered its first class action settlement; in 1995, Rust Consulting, Inc. was established as a separate operating entity to focus on legal settlement administration. Since then, Rust has administered more than 5,000 settlements and projects.

Headquartered in Minneapolis, Rust also has offices in Faribault, Minn., Los Angeles, and San Francisco. Our subsidiary Kinsella Media maintains a Washington, D.C., location.

PRACTICE AREA ORGANIZATION

Rust administers programs spanning diverse subject matter. The firm is organized into practice areas relevant to our clients, with our leadership and certain operations and client services personnel focused on specific practice areas, deepening their subject matter expertise and directly relevant experience. Rust's current practice areas are:

- Class actions
 - Antitrust
 - Consumer
 - Finance

- Insurance & Healthcare
- Labor & Employment
- Product Liability
- Securities
- Remediation programs
- Data breach responses
- Mass tort settlements
- Recalls
- Government services

PERSONNEL

Our permanent staff of approximately 375 includes professionals with backgrounds and disciplines including project management, information technology, finance, law, and operations. This cross-functional, innovative team includes experts in their respective disciplines, such as CPAs, Ph.D.s, attorneys, and PMPs.

Rust's team includes some of the most experienced practitioners in the industry, with much of that experience Rust-specific. Our executive leadership team averages more than 16 years of Rust experience, while our senior vice presidents average nearly 13 years of Rust experience. Our project management staff of approximately 55 has nearly 450 years of combined Rust experience.

SERVICES

The Rust team provides high quality administrative services for matters of any size and scope. Specific approaches may vary depending upon the requirements of each individual matter; however, the below services are typical of our engagements.

Preliminary Consulting

Rust consults with clients prior to settlement to help anticipate otherwise identified issues that may arise in the management of complex data sets, providing notice, processing claims, and distributing funds, leading to delays and additional costs.

Project Management

Our project management personnel prepare plans of notice and administration, create or customize project tracking tools and reports, and oversee the creation of project-specific databases designed to house and capture appropriate information for use in claims administration. Throughout the administration process, project management personnel coordinate all activities between the parties, vendors, and internal Rust



departments to ensure work is completed accurately and according to any service level agreements, internal standards, settlement documents, etc. We provide regular and on-demand reports and statistics to the appropriate parties and raise potential issues requiring their attention, as necessary. Upon completion of each major phase of administration, or as required, we prepare declarations or affidavits attesting to the scope and results of our work.

Data Management

The secure and efficient handling of data underlies all aspects of claims administration; Rust creates and customizes data management processes, databases, applications to meet the unique needs of each settlement or project. Tasks associated with data management throughout administration may include:

- Intaking original client data.
- Normalizing data for cross-platform usability, such as meeting mailing or other outreach requirements.
- Consolidating and deduplicating data from multiple sources.
- Extracting data for standard or customized trace services.
- Extracting data for mailing or other outreach.
- Calculating awards.

Notification

Rust disseminates hundreds of millions of notices annually by mail and email. We also work with our subsidiary Kinsella Media, the leading provider of notice to unidentified audiences and the only firm in the nation with two qualified, court-recognized notice experts, to develop and implement notice plans.

With respect to legal settlements, these notice programs notify class members or other affected individuals of their legal rights and options. With respect to data breach responses, recalls, or remediation, these programs inform affected individuals about the situations and any options those affected individuals may have.

Among our notification-related services are:

- Designing notice programs (through Kinsella Media).
- Drafting plain language materials (through Kinsella Media).
- Designing and proofreading notice materials.
- Locating unidentified individuals and updated addresses.
- Printing and mailing.
- Processing and forwarding undeliverable mail.
- Opining about notice program adequacy (through Kinsella Media).



Contact Centers

Rust supports the programs we administer through an assortment of contact center services including call centers, websites, and email support up to 24/7 and for class members and other affected individuals worldwide.

Our call center services include inbound and outbound calls in our own domestic, in-house call centers. These call centers are located in our two Minnesota locations, typically contain approximately 800 workstations, and are readily expandable to meet the needs of specific programs. In 2013, our call centers supported several large programs by simultaneously staffing well over 1,000 customer service representatives (CSRs).

To provide high levels of service on complex matters to class members and our clients' customers, Rust maintains a staff of over 80 permanent call center employees as a core group of managerial, supervisory, and customer service resources. As required, we engage additional call center staff. All CSRs—permanent or temporary—undergo background checks and training on Rust's policies and technology, customer service fundamentals, and project-specific information. Typical engagements include English- and Spanish-speaking CSRs, while we provide support in additional languages, as required. In one case, Rust CSRs took live inbound calls in 10 languages.

In lieu of or in conjunction with live customer service, Rust builds and maintains automated Interactive Voice Response (IVR) systems. These systems provide 24/7 service to toll-free numbers and include menus of prerecorded options such as program overviews, frequently asked questions and answers, and options for requesting forms or filing claims. Rust's IVR systems regularly support English- and Spanish-language speakers and can be programmed to support other languages, as required. In one case, Rust managed IVR support including translations of information pre-recorded by native speakers in 67 languages.

Claims Processing

Rust develops or executes claims processing or adjudication programs as required by the diverse terms of our engagements. We use several proprietary software applications and tested, streamlined processes to provide the most appropriate solutions for each engagement's needs, whether for paper or online claims. Our systems automate the claims administration process:



- Receipt.
- Link to class member database record.
- Data capture.
- Review of supporting documentation.
- Initial adjudication.
- Deficiency processing.
- Final adjudication.
- Rejection letters.
- Reporting / affidavits.

To meet the needs of each engagement, our systems can be configured to give clients or authorized parties secure online access to claimant data and reporting, or to class members to facilitate online claims filing.

Fund Management, Distribution, and Tax Reporting

Rust annually distributes billions of dollars associated with settlements and similar programs.

- Quality assurance - Positive pay
- Various fraud detection / prevention measures

Tax reporting

- Simultaneously manages more than 500 distribution and interest-bearing accounts containing billions of dollars.
- Tax identification numbers (federal and state).
- Qualified Settlement Fund (QSF) determination.
- Claimant award taxability and reporting.
- W-9 review.
- Quarterly 1120-SF tax deposits.
- Annual 1120-SF tax returns (600+ annually).
- IRS & State 1099 & 1042-S reporting and transmission.
- Backup withholding deposits and 945 annual reporting.
- Employment payroll taxes: 941, 940, SUTA, SIT, and local income taxes.



REPRESENTATIVE CASE EXPERIENCE

Having administered more than 5,000 projects, a complete listing of our experience is voluminous. However, the below table demonstrates the scope of our experience and capacity.

Note: All numbers are rounded

Notices	Case
31 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-md-01999 (E.D. Wis.).
24 million	<i>Microsoft I-V Cases</i> , J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco County).
15.7 million	<i>Blessing v. Sirius XM Radio</i> , No. 09-cv-10035 (S.D.N.Y.).
13 million	<i>In re Checking Account Overdraft Litigation</i> , No. 1:09-MD-02036 (S.D. Fla.) (Bank of America settlement).
12.5 million	<i>Fogel v. Farmers Group, Inc.</i> No. BC300142 (Cal. Super. Ct. Los Angeles County).

Distributed	Case
\$3.6 billion	Independent Foreclosure Review
\$1.5 billion	National Mortgage Settlement
\$800 million	<i>Naef v. Masonite Corp.</i> , No. CV 944033 (Ala. Cir. Ct. Mobile County).
\$515 million	<i>In re Countrywide Financial Corp. Securities Litigation</i> , No. CV-07-05295 (C.D. Cal.).
\$432 million	<i>In re Merrill Lynch & Co. Inc. Securities, Derivative and ERISA Litigation</i> , No. 07-cv-9633 (S.D.N.Y.).

Claims	Case
3.4 million	<i>In re Compact Disc Minimum Advertised Price Antitrust Litigation</i> , MDL No. 1361 (D. Me.).
3.2 million	<i>In re American International Group, Inc. Securities Litigation</i> , No. 04-cv-8141 (S.D.N.Y.) (Company, PwC, Starr, and Gen Re settlements).
1.2 million	<i>LiPuma v. American Express Co.</i> , No. 04-cv-20314 (S.D. Fla.).
1.1 million	<i>Fogel v. Farmers Group, Inc.</i> , No. BC300142 (Cal. Super. Ct. Los Angeles County).
1.1 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-MD-01999 (E.D. Wisc.).

Calls	Case
2.5 million	Independent Foreclosure Review
1.5 million	<i>Dyson v. Flagstar Corp.</i> , No. DKC93-1503 (D. Md.).
1.3 million	National Mortgage Settlement
1 million	<i>In re Metropolitan Life Insurance Co. Sales Practice Litigation</i> , MDL 1091 (W.D. Penn.).
1 million	<i>Naef v. Masonite Corp.</i> , No. CV 94-4033 (Ala. Cir. Ct. Mobile County).



DATA AND SYSTEM SECURITY

The secure handling of data, systems, and applications is of utmost importance to Rust and its clients. As such, Rust actively mitigates potential threats by adhering to a complex set of best practices, including documented and audited processes and a business continuity plan to ensure uninterrupted, secure service. As part of this “unified compliance posture,” Rust:

- Has received system Certification & Accreditation under the Federal Information Security Management Act (“FISMA”) for two federal agencies. The framework for FISMA compliance is driven by the National Institute of Standards and Technology (“NIST”), which provides a unified security framework spanning three major security control classes (technical, operational, and management) and 18 control areas with more than 250 security controls.
- Complies with and adheres to Safe Harbor Principles, which cover notice and choice, disclosures and transfers, data security, data integrity, access to and removal of personal information, and enforcement and dispute resolution.
- Undergoes an annual SSAE16 SOC 1 Type II Report audit of our data and system security controls and protocols.
- Complies with applicable laws, such as the Gramm-Leach-Bliley Act (GLBA), also known as the Financial Modernization Act of 1999, which controls how financial institutions deal with individuals’ private information.
- Has implemented controls to prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use and confidentiality of information, either for its own purposes or on behalf of our clients.
- Has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we process.
- Processes personal information only in ways compatible with the purpose for which it was collected or subsequently authorized to do.



Exhibit 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, and SCOTTY
DESPHY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10 Civ. 3105 (FM)

I, Alexis Mateo, declare:

1. I am a named plaintiff in this action. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto.

2. I have been involved in this litigation for nearly two years.

3. I have been apprised of developments in this case by Class Counsel. I met with Class Counsel several times and spoke with them on the telephone on numerous occasions. I was deposed by Census and traveled to New York for that deposition. I reviewed pleadings and provided documents and information to Class Counsel. I participated in this litigation once I became aware that pursuant to the Court's Class Certification Order, Plaintiffs needed a Latino class representative. I believe I am familiar with the issues, and I have remained available for consultation since then.

4. I was provided a copy of the settlement agreement and discussed it with my attorney.

5. I think the proposed settlement is a fair compromise and I fully support it. Particularly in light of the risks and time involved in litigation and the fact that this settlement means a meaningful change to the 2020 decennial hiring practices, planning for which is underway. I think the settlement targets and provides a reasonable approach for rectifying the problem at the heart of this lawsuit. I am hopeful that the attention and recommendations of experts on how to make the Census hiring process fair and effective will enable African Americans and Latinos to have equal opportunity to compete for positions. I also think the proposed Records Assistance Program and advanced Census hiring notification is a fair approach to providing individual relief to class members. My primary motivation in serving as a named plaintiff and class representative was to achieve a change to Census’s hiring practices which resulted in my rejection and that of hundreds and thousands of other African Americans and Latinos. I am proud to have been a part of this collective effort to bring about these changes.

6. I understand that Class Counsel will ask the Court to award me a service award in the amount of \$10,000. I agreed to the terms of the settlement agreement without regard to this request for a service award, and my approval of the settlement is not contingent upon my receipt of the award. I understand the request may be denied. At no time was I promised any such award, and the possibility of receiving a service award did not motivate any of my actions.

Dated: April ____, 2016
 4/6/2016

DocuSigned by:
Alexis Miller

 F387EE561544449...

Exhibit 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, and SCOTTY
DESPHY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10 Civ. 3105 (FM)

I, Anthony Gonzalez, declare:

1. I am a named plaintiff in this action. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto.

2. I have been involved in this litigation for nearly six years.

3. The Court appointed me a class representative and I have continued in that role ever since.

4. I have been apprised of developments in this case by Class Counsel. I met with Class Counsel several times and spoke with them on the telephone on numerous occasions. I was deposed by Census and traveled to New York for that deposition. I reviewed pleadings and provided documents and information to Class Counsel. I participated in each stage of the litigation, I believe I am familiar with the issues, and I have remained available for consultation since then.

5. I was provided a copy of the settlement agreement and discussed it with my attorney.

6. I think the proposed settlement is a fair compromise and I fully support it. Particularly in light of the risks and time involved in litigation and the fact that this settlement means a meaningful change to the 2020 decennial hiring practices, planning for which is underway. I think the settlement targets and provides a reasonable approach for rectifying the problem at the heart of this lawsuit. I am hopeful that the attention and recommendations of experts on how to make the Census hiring process fair and effective will enable African Americans and Latinos to have equal opportunity to compete for positions. I also think the proposed Records Assistance Program and advanced Census hiring notification is a fair approach to providing individual relief to class members. My primary motivation in serving as a named plaintiff and class representative was to achieve a change to Census's hiring practices which resulted in my rejection and that of hundreds and thousands of other African Americans and Latinos. I am proud to have been a part of this collective effort to bring about these changes.

7. I understand that Class Counsel will ask the Court to award me a service award in the amount of \$10,000. I agreed to the terms of the settlement agreement without regard to this request for a service award, and my approval of the settlement is not contingent upon my receipt of the award. I understand the request may be denied. At no time was I promised any such award, and the possibility of receiving a service award did not motivate any of my actions.

Dated: April ____, 2016
4/7/2016

DocuSigned by:
Anthony Gonzalez _____
6D73CB006E7F434...

Exhibit 7

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, and SCOTTY
DESPHY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10 Civ. 3105 (FM)

I, Chynell Scott, declare:

1. I am a named plaintiff in this action. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto.

2. I have been involved in this litigation for nearly four years.

3. The Court appointed me a class representative and I have continued in that role ever since.

4. I have been apprised of developments in this case by Class Counsel. I met with Class Counsel several times and spoke with them on the telephone on numerous occasions. I was deposed by Census and traveled to New York for that deposition. I reviewed pleadings and provided documents and information to Class Counsel. I participated in each stage of the litigation, I believe I am familiar with the issues, and I have remained available for consultation since then.

5. I was provided a copy of the settlement agreement and discussed it with my attorney.

6. I think the proposed settlement is a fair compromise and I fully support it. Particularly in light of the risks and time involved in litigation and the fact that this settlement means a meaningful change to the 2020 decennial hiring practices, planning for which is underway. I think the settlement targets and provides a reasonable approach for rectifying the problem at the heart of this lawsuit. I am hopeful that the attention and recommendations of experts on how to make the Census hiring process fair and effective will enable African Americans and Latinos to have equal opportunity to compete for positions. I also think the proposed Records Assistance Program and advanced Census hiring notification is a fair approach to providing individual relief to class members. My primary motivation in serving as a named plaintiff and class representative was to achieve a change to Census's hiring practices which resulted in my rejection and that of hundreds and thousands of other African Americans and Latinos. I am proud to have been a part of this collective effort to bring about these changes.

7. I understand that Class Counsel will ask the Court to award me a service award in the amount of \$10,000. I agreed to the terms of the settlement agreement without regard to this request for a service award, and my approval of the settlement is not contingent upon my receipt of the award. I understand the request may be denied. At no time was I promised any such award, and the possibility of receiving a service award did not motivate any of my actions.

Dated: April __, 2016
4/14/2016

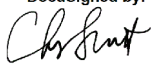
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B0388A28BD63428...

Exhibit 8

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, and SCOTTY
DESPHY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10 Civ. 3105 (FM)

I, Edward Zahnle, declare:

1. I am a named plaintiff in this action. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto.

2. I have been involved in this litigation for nearly two years.

3. I have been apprised of developments in this case by Class Counsel. I met with Class Counsel, and spoke with them on the telephone on numerous occasions. I was deposed by Census and traveled to New York for that deposition. I reviewed pleadings and provided documents and information to Class Counsel. I participated in this litigation once I became aware that pursuant to the Court's Class Certification Order, Plaintiffs needed a Latino class representative. I believe I am familiar with the issues, and I have remained available for consultation since then.

4. I was provided a copy of the settlement agreement and discussed it with my attorney.

5. I think the proposed settlement is a fair compromise and I fully support it. Particularly in light of the risks and time involved in litigation and the fact that this settlement means a meaningful change to the 2020 decennial hiring practices, planning for which is underway. I think the settlement targets and provides a reasonable approach for rectifying the problem at the heart of this lawsuit. I am hopeful that the attention and recommendations of experts on how to make the Census hiring process fair and effective will enable African Americans and Latinos to have equal opportunity to compete for positions. I also think the proposed Records Assistance Program and advanced Census hiring notification is a fair approach to providing individual relief to class members. My primary motivation in serving as a named plaintiff and class representative was to achieve a change to Census's hiring practices which resulted in my rejection and that of hundreds and thousands of other African Americans and Latinos. I am proud to have been a part of this collective effort to bring about these changes.

6. I understand that Class Counsel will ask the Court to award me a service award in the amount of \$10,000. I agreed to the terms of the settlement agreement without regard to this request for a service award, and my approval of the settlement is not contingent upon my receipt of the award. I understand the request may be denied. At no time was I promised any such award, and the possibility of receiving a service award did not motivate any of my actions.

Dated: 4/6/2016

City, State: Portland, Oregon


DocuSigned by:

4260767E016544F...
Edward Zahnle

Exhibit 9

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, and SCOTTY
DESPHY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10 Civ. 3105 (FM)

I, Felicia Rickett-Samuels, declare:

1. I am a named plaintiff in this action. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto.

2. I have been involved in this litigation for nearly six years.

3. The Court appointed me a class representative and I have continued in that role ever since.

4. I have been apprised of developments in this case by Class Counsel. I met with Class Counsel several times and spoke with them on the telephone on numerous occasions. I was deposed by Census and traveled to New York for that deposition. I reviewed pleadings and provided documents and information to Class Counsel. I participated in each stage of the litigation, I believe I am familiar with the issues, and I have remained available for consultation since then.

5. I was provided a copy of the settlement agreement and discussed it with my attorney.

6. I think the proposed settlement is a fair compromise and I fully support it. Particularly in light of the risks and time involved in litigation and the fact that this settlement means a meaningful change to the 2020 decennial hiring practices, planning for which is underway. I think the settlement targets and provides a reasonable approach for rectifying the problem at the heart of this lawsuit. I am hopeful that the attention and recommendations of experts on how to make the Census hiring process fair and effective will enable African Americans and Latinos to have equal opportunity to compete for positions. I also think the proposed Records Assistance Program and advanced Census hiring notification is a fair approach to providing individual relief to class members. My primary motivation in serving as a named plaintiff and class representative was to achieve a change to Census's hiring practices which resulted in my rejection and that of hundreds and thousands of other African Americans and Latinos. I am proud to have been a part of this collective effort to bring about these changes.

7. I understand that Class Counsel will ask the Court to award me a service award in the amount of \$10,000. I agreed to the terms of the settlement agreement without regard to this request for a service award, and my approval of the settlement is not contingent upon my receipt of the award. I understand the request may be denied. At no time was I promised any such award, and the possibility of receiving a service award did not motivate any of my actions.

Dated: April ___, 2016
4/6/2016

DocuSigned by:
Felicia Rickett-Samuels
72391F8F1177470...
FELICIA RICKETT-SAMUELS

Exhibit 10

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, and SCOTTY
DESPHY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10 Civ. 3105 (FM)

I, Precious Daniels, declare:

1. I am a named plaintiff in this action. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto.

2. I have been involved in this litigation for nearly six years.

3. The Court appointed me a class representative and I have continued in that role ever since.

4. I have been apprised of developments in this case by Class Counsel. I met with Class Counsel several times and spoke with them on the telephone on numerous occasions. I was deposed by Census and traveled to New York for that deposition. I reviewed pleadings and provided documents and information to Class Counsel. I participated in each stage of the litigation and have remained available for consultation throughout, and I believe I am familiar with the issues.

5. I was provided a copy of the settlement agreement and discussed it with my attorney.

6. I think the proposed settlement is a fair compromise and I fully support it. Particularly in light of the risks and time involved in litigation and the fact that this settlement means a meaningful change to the 2020 decennial hiring practices, planning for which is underway. I think the settlement targets and provides a reasonable approach for rectifying the problem at the heart of this lawsuit. I am hopeful that the attention and recommendations of experts on how to make the Census hiring process fair and effective will enable African Americans and Latinos to have equal opportunity to compete for positions. I also think the proposed Records Assistance Program and advanced Census hiring notification is a fair approach to providing individual relief to class members. My primary motivation in serving as a named plaintiff and class representative was to achieve a change to Census's hiring practices which resulted in my rejection and that of hundreds and thousands of other African Americans and Latinos. I am proud to have been a part of this collective effort to bring about these changes.

7. I understand that Class Counsel will ask the Court to award me a service award in the amount of \$10,000. I agreed to the terms of the settlement agreement without regard to this request for a service award, and my approval of the settlement is not contingent upon my receipt of the award. I understand the request may be denied. At no time was I promised any such award, and the possibility of receiving a service award did not motivate any of my actions.

Dated: 4/7/2016
City, State: Detroit, MI

DocuSigned by:
Precious Daniels
2CD08C2FCE63415...
Precious Daniels _____

Exhibit 11

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, and SCOTTY
DESPHY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10 Civ. 3105 (FM)

I, Scotty Desphy, declare:

1. I am a named plaintiff in this action. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto.

2. I have been involved in this litigation for nearly four years.

3. The Court appointed me a class representative and I have continued in that role ever since.

4. I have been apprised of developments in this case by Class Counsel. I met with Class Counsel several times and spoke with them on the telephone on numerous occasions. I was deposed by Census and traveled to New York for that deposition. I reviewed pleadings and provided documents and information to Class Counsel. I participated in each stage of the litigation and have remained available for consultation throughout, and I believe I am familiar with the issues.

5. I was provided a copy of the settlement agreement and discussed it with my attorney.

6. I think the proposed settlement is a fair compromise and I fully support it. Particularly in light of the risks and time involved in litigation and the fact that this settlement means a meaningful change to the 2020 decennial hiring practices, planning for which is underway. I think the settlement targets and provides a reasonable approach for rectifying the problem at the heart of this lawsuit. I am hopeful that the attention and recommendations of experts on how to make the Census hiring process fair and effective will enable African Americans and Latinos to have equal opportunity to compete for positions. I also think the proposed Records Assistance Program and advanced Census hiring notification is a fair approach to providing individual relief to class members. My primary motivation in serving as a named plaintiff and class representative was to achieve a change to Census's hiring practices which resulted in my rejection and that of hundreds and thousands of other African Americans and Latinos. I am proud to have been a part of this collective effort to bring about these changes.

7. I understand that Class Counsel will ask the Court to award me a service award in the amount of \$10,000. I agreed to the terms of the settlement agreement without regard to this request for a service award, and my approval of the settlement is not contingent upon my receipt of the award. I understand the request may be denied. At no time was I promised any such award, and the possibility of receiving a service award did not motivate any of my actions.

Dated: April 7, 2016
City, State: Philadelphia, Pa

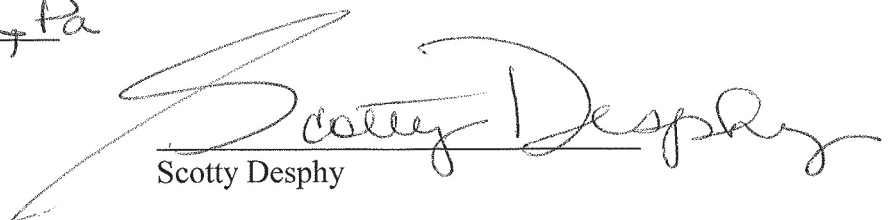

Scotty Desphy

Exhibit 12

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EVELYN HOUSER, ANTHONY GONZALEZ, :
IGNACIO RIESCO, PRECIOUS DANIELS, :
FELICIA RICKETT-SAMUELS, : 10-cv-3105 (FM)
CHYNELL SCOTT, VIVIAN KARGBO, and :
SCOTTY DESPHY, on behalf of :
themselves and all others :
similarly situated, :

Plaintiffs, :

v. :

REBECCA M. BLANK, Secretary, :
United States Department of :
Commerce, :

Defendant. :

-----x

DEPOSITION of PRECIOUS DANIELS, taken by
Defendant at the United States Attorney's Office,
86 Chambers Street, New York, New York, on Thursday,
October 18, 2012, commencing at 10:15 a.m., before
Kimberly Smith, a Shorthand (Stenotype) Reporter and
Notary Public within and for the State of New York.

1 A P P E A R A N C E S:

2 OUTTEN & GOLDEN LLP
3 Attorneys for Plaintiffs
4 3 Park Avenue
5 New York, NY 10016

6
7 BY: LEWIS M. STEEL, Esq.
8 OSSAI MIAZAD, Esq.

9 UNITED STATES DEPARTMENT OF JUSTICE
10 UNITED STATES ATTORNEY'S OFFICE
11 Attorneys for Defendant
12 86 Chambers Street
13 New York, NY 10007

14 BY: DANIEL P. FILOR, Assistant United States
15 Attorney

16 UNITED STATES DEPARTMENT OF COMMERCE
17 UNITED STATES CENSUS BUREAU
18 4600 Silver Hill Road
19 Washington, DC 20233

20 BY: JOHAHNA JOHNSON, Esq.
21
22
23
24
25

1 Daniels

2 (Whereupon, a short recess was
3 taken.)

4 MR. STEEL: I just have a few
5 questions.

6 EXAMINATION

7 BY MR. STEEL:

8 Q The attorney for Census asked you some
9 questions about a dirty needle at St. John's Hospital; do
10 you remember that?

11 A Yes.

12 Q Did you leave a dirty needle in a
13 patient's room?

14 A No.

15 Q Were you fired from that job at
16 St. John's?

17 A No, I was not.

18 Q And did anyone tell you that you'd be
19 fired from that job at St. John's?

20 A No, no one didn't.

21 Q And did you resign from that job?

22 A Yes, I did.

23 Q And can you tell me why you did that?

24 A I felt like I was being treated unfairly.

25 Q I'd like to show you what's been marked

Exhibit 13

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

EVELYN HOUSER, ANTHONY	:
GONZALEZ, IGNACIO RIESCO,	:
PRECIOUS DANIELS, FELICIA	:
RICKETT-SAMUELS, CHYNELL SCOTT,	:
VIVIAN KARGBO, and SCOTTY	:
DESPHY, on behalf of themselves and:	:
all others similarly situated,	:
	:
Plaintiffs,	:
	:
	:
-against-	:
	:
	:
REBECCA M. BLANK, Secretary, United:	:
States Department of Commerce,	:
	:
Defendant.	:
	:
	:

-----x

No.
10-cv-3105 (FM)

DEPOSITION of CHYNELL SCOTT, taken by
Defendant at the United States Attorney's Office, 86
Chambers Street, New York, New York 10007, on
Monday, January 14, 2013, commencing at 11:43
o'clock a.m., before Debra DiBenedetto, a Shorthand
(Stenotype) Reporter and Notary Public within and
for the State of New York.

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A P P E A R A N C E S :

OUTTEN & GOLDEN LLP
Attorneys for Plaintiffs
3 Park Avenue, 29th Floor
New York, New York 10016

BY: LEWIS M. STEEL, Esq., of Counsel
SALLY ABRAHAMSON, Esq., of Counsel

UNITED STATES ATTORNEY'S OFFICE
BUDGET-FISCAL OFFICE
Attorneys for Defendant
86 Chambers Street, 3rd Floor
New York, New York 10007

BY: LOUIS A. PELLEGRINO, Esq.,
Assistant U.S. Attorney

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Scott

you may not have disclosed the disorderly
conduct guilty plea?

A No. None whatsoever.

Q All right. As you say, if I
accept your testimony, and I'm not arguing about
it, if at the time that you filled out this
application you knew that you had pled guilty,
would you then have been required to disclose
it?

MR. STEEL: Objection.

A If I had known that there was a
charge against me when I filled out the
application, would I have answered the question
differently?

Q Yeah?

A Yes, I would have answered the
question differently.

Q How would you have answered it?

A If I had known that it was, the
charge that it is, I would have answered the
question yes.

Q Okay. In other words, you're not
contending as it says on the top line, that this
was a traffic fine of \$300 or less?

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Scott

MR. STEEL: Objection.

Q Am I right about that?

A Huh?

Q You're not contending that the Wal-Mart disorderly conduct charge and guilty plea was a traffic fine of \$300 or less?

A It wasn't a traffic fine.

Q Okay. What relief are you looking for in this lawsuit?

A What relief?

Q Yeah, what do you hope to accomplish?

A Well, I hope that the government will change its policies and procedures for hiring applicants and again, that they would be more clear and concise in screening their applicants and giving them information or a better outlook on being hired and that people would not be discriminated against on being hired by the Census.

Q Okay. In terms of making the application more clear and concise, again, referring back to paragraph 28, at USA 1569, Exhibit B, how could the government have made

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Scott

that question more clear such that you would have answered that you had pled guilty to the disorderly conduct charge?

MR. STEEL: Objection.

A What would the wording be?

Q Yeah.

MR. STEEL: Objection.

You may answer.

A Well, I guess it would have to be more specific or if it's going to have the same question, it would then be followed up with subsequent questions that relate to that question to be, so that way an applicant can, you know, give their own information and be more concise.

Q Is there something about the question itself that's confusing to you?

MR. STEEL: Objection.

A During the last ten years have you been convicted, been imprisoned, been on probation or been on patrol, that question is pretty simple. It's the other stuff that goes into a gray areas.

Q What other stuff is a gray area?

Exhibit 14

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EVELYN HOUSER, ANTHONY GONZALEZ,
IGNACIO RIESCO, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS,
CHYNELL SCOTT, VIVIAN KARGBO,
and SCOTTY DESPHY on behalf of
themselves and all others similarly
situated,

Plaintiffs,

10-CV-3105 (FM)

V.

REBECCA M. BLANK, Secretary,
United States Department of Commerce,

Defendant.

-----x

DEPOSITION of ANTHONY GONZALEZ, taken by
Defendant at the offices of United States Attorney,
86 Chambers Street, New York, New York, on Monday,
December 10, 2012, commencing at 10:17 a.m., before
Androniki Samaras, a Shorthand (Stenotype) Reporter and
Notary Public within and for the State of New York.

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A P P E A R A N C E S:

OUTTEN & GOLDEN, LLP
Attorneys for Plaintiffs
Three Park Avenue
New York, New York 10016

BY: LEWIS M. STEEL, Esq.
SALLY ABRAHAMSON, Esq.

U.S. DEPARTMENT OF JUSTICE
UNITED STATES ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF NEW YORK
Attorneys for Defendant
86 Chambers Street
New York, New York 10007

BY: NATALIE N. KUEHLER,
Assistant United States Attorney

U.S. DEPARTMENT OF COMMERCE
CENSUS BUREAU
EMPLOYMENT AND LABOR LAW DIVISION
Attorneys for Defendant
4600 Silver Hill Road 8H048
Washington, D.C. 20203

BY: TYREE AYERS JACKSON, Esq.

1 Gonzalez

2 Q. You may answer.

3 A. Yes.

4 Q. And why do you say that?

5 A. Because they didn't pay attention
6 to it in my situation. They didn't -- from my
7 understanding, what the cases would be -- and I
8 looked up, the cases would be judged on a
9 case-by-case individual basis.

10 As a result of that, if you look at
11 the letter that I wrote, I received this
12 March 11th and I responded March 15th, quickly
13 and decisively. And I didn't even type the
14 letter, I wrote it in print; that's how offended
15 I felt about everything. And I came forthcoming
16 and I provided whatever information with a
17 history, and nothing was even looked into.

18 I even gave them permission in the
19 letter to contact the Department of Corrections,
20 the commissioner, who they could have talked to
21 him about me personally.

22 And operating under the assumption
23 that when I went into Corrections in 1993, the
24 Department of Corrections had conducted an
25 extensive background check before they allowed

1 Gonzalez

2 me to work in the prison setting. They didn't
3 just give me a job, I earned the job. And I
4 kept that status with -- how did it decrease of
5 the trust that I gained for my public service?
6 It actually -- I felt it decreased because I
7 wasn't given the benefit of the doubt.

8 By me showing a Corrections letter,
9 I thought it would grab somebody's attention and
10 say, wait a minute, we've never seen an
11 ex-offender working for a prison system.

12 And I'm one of the few cases in the
13 country that can probably say that, of an
14 ex-offender who actually went back into the
15 system and was successful.

16 Q. And you understand here that you're
17 not only representing yourself, but that this is
18 a class action?

19 MS. KUEHLER: Objection.

20 A. Yes, I do.

21 Q. And what do you understand your
22 obligations are as a class representative?

23 A. My obligations as a class
24 representative is to continue to try to work and
25 correct the social injustice done on me and that

1 Gonzalez

2 it doesn't continue to happen to others and it
3 needs to stop.

4 And just to be mindful, just going
5 through this, that I feel still like I'm
6 being -- everything I do is like I'm still at
7 that point where I still feel further -- even
8 through this today, that further injustice is
9 being done to me because I have to reiterate
10 stuff that's been a long part of my past.

11 Q. By the way, counsel for the
12 Government went through a long list of matters
13 for which you were arrested back in 1976 and
14 1977, '78.

15 How old were you then?

16 A. Sixteen, 17. Sixteen, 17.

17 Q. So even today you've been
18 confronted with matters that were how many years
19 old?

20 MS. KUEHLER: Objection.

21 A. Thirty-five years, 36 years old.

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Gonzalez

MR. STEEL: I have no further questions.

MS. KUEHLER: I have no further questions either.

(Whereupon at 3:58 p.m., the deposition was concluded.)

Exhibit 15

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANTHONY GONZALEZ, IGNACIO
RIESCO, PRECIOUS DANIELS, ALEXIS
MATEO, FELICIA RICKETT-SAMUELS,
CHYNELL SCOTT, VIVIAN KARGBO,
SCOTTY DESPHY, and EDWARD
ZAHNLE, on behalf of themselves and all
others similarly situated, and CEPHUS
HOUSER as the Trustee for the Trust
Agreement of EVELYN HOUSER,
individually,

Plaintiffs,

v.

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

10 Civ. 3105 (FM)

PRIVACY ACT PROTECTIVE ORDER

Upon the request of the parties in the above-captioned matter, and pursuant to the provisions of Section 3(b)(11) of the Privacy Act of 1974 (“Privacy Act”), 5 U.S.C.

§ 552a(b)(11),

IT IS HEREBY ORDERED that defendant and her counsel are authorized to release to class counsel, and any other individual or entity contemplated by the parties’ Settlement Agreement and Release (“Settlement Agreement”), records or other information necessary for the defendant to satisfy her obligations under the Settlement Agreement filed in this action on April ___, 2016. Such disclosure is subject to the following conditions:

1. For purposes of this Protective Order, the term “record” shall have the same meaning as set forth in the Privacy Act, 5 U.S.C. § 552(a)(4). For purposes of this Protective Order, Protected Materials shall mean those materials identified as such by defendant or her counsel.

2. Protected Materials and any and all information contained in such materials shall only be used by those persons or entities listed in ¶ 3 of this Order, and only for the purpose of effectuating the parties’ Settlement Agreement and shall not be disclosed by those persons or entities, in any manner whatsoever, to anyone for any other purpose.

3. Protected Materials, and any copies thereof, and the information contained therein, may be disclosed to:

- a. attorneys for the parties to this litigation and persons regularly in the employ of the parties’ attorneys assisting in this litigation;
- b. the Court and its personnel;
- c. the Settlement Administrator retained by class counsel and any and all other contractors retained by class counsel in connection with effectuation of the Settlement Agreement; and

4. Any person or entity to whom disclosures are made pursuant to this Order shall be required to execute a copy of the Acknowledgment Form attached hereto as Exhibit A. All Acknowledgment Forms executed by a person or entity described in ¶¶ 3.a and 3.c above shall be retained by class counsel and be available to defendant, or her agent or counsel, upon request upon good cause shown.

5. Each person or entity described in ¶¶ 3.a and 3.c above to whom Protected Materials are disclosed pursuant to this Order shall either destroy and certify to class counsel that such destruction has occurred, or return to class counsel, every document (including all copies

thereof) that constitutes or contains any of the records or information that were disclosed, and any documents (including all copies thereof) created by such person or entity that include the records and/or information disclosed pursuant to this Protective Order, within one year of the final distribution of funds to class members under the claims process.

6. Class counsel shall destroy all copies of the Protected Materials returned under ¶ 5 within 30 days after the end of the one-year period to which reference is made in ¶ 5. Class counsel shall certify to the defendant that the documents have been destroyed not later than 45 days after the date of the event that mandated their destruction.

7. To the extent the Privacy Act allows the disclosure of information pursuant to a court order, this Order constitutes such a court order and authorizes the disclosure of that information. Insofar as the defendant must make disclosures of documents and information that may be protected by the Privacy Act to class counsel or other individuals or entities to satisfy her obligations under the Settlement Agreement, any objection to the production of such documents and information on the ground that they are protected by the Privacy Act is overruled.

IT IS SO ORDERED, this _____ day of _____, 2016.

HON. FRANK MAAS
Chief United States Magistrate Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EVELYN HOUSER, PRECIOUS DANIELS,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, and SCOTTY DESPHY,

Plaintiffs,

v.

PENNY PRITZKER, Secretary,
United States Department of Commerce,

Defendant.

10 Civ. 3105 (FM)

ACKNOWLEDGMENT OF PRIVACY ACT PROTECTIVE ORDER

I, _____, hereby acknowledge that I have read and understand the provisions of the Privacy Act Protective Order (the "Order") entered in this action on _____, 2016. I hereby agree to be bound by all terms of the Order. Specifically:

1. I agree that I will use the records subject to the Order, and any information contained therein, only for the purposes of effectuating this Settlement Agreement, and not for any other purpose;

2. I agree that any record and/or any information contained therein covered by the Order that is in my possession, and all copies thereof, will be destroyed or returned pursuant to ¶¶ 5-6 of the Order;

3. I agree that any documents or portions of documents in my possession that were created in connection with the Settlement Agreement in this case and that contain information subject to the Order will be disposed of consistent with the terms of the Order;

4. I agree that I will disclose records or information protected by the Order only to the Court, the attorneys of record, and persons regularly in the employ of such attorneys and contractors of class counsel retained for purposes of this Settlement Agreement, who (with the exception of the Court and the defendant's employees or counsel) have signed an Acknowledgment Form like this one;

5. I hereby confirm that my duties under this Acknowledgment are binding upon me for all time.

Dated: _____

(Signature)

(Printed Name)

Exhibit 16

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

ANTHONY GONZALEZ, IGNACIO RIESCO,
PRECIOUS DANIELS, ALEXIS MATEO,
FELICIA RICKETT-SAMUELS, CHYNELL
SCOTT, VIVIAN KARGBO, SCOTTY DESPHY,
and EDWARD ZAHNLE, on behalf of themselves
and all others similarly situated, and
CEPHUS HOUSER as the Trustee for the Trust
Agreement of EVELYN HOUSER, individually,

Plaintiffs,

-against-

PENNY PRITZKER, Secretary, United States
Department of Commerce,

Defendant.

No. 10-CV-3105 (FM)

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR (1) PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT (2) CONDITIONAL
CERTIFICATION FOR DAMAGES OF THE SETTLEMENT CLASS (3) APPROVAL
OF THE PROPOSED NOTICE OF SETTLEMENT AND CLASS ACTION
SETTLEMENT PROCEDURE (3) AND (4) SETTING OF A SCHEDULE FOR FINAL
APPROVAL**

The above-entitled matter came before the Court on Plaintiffs' Motion for Preliminary Approval of Settlement, Approval of Plaintiffs' Proposed Notice of Settlement and Class Action Settlement Procedure, and Conditional Certification of the Settlement Class ("Motion for Preliminary Approval"). This Court granted class certification on July 1, 2014, pursuant to Rule 23(b)(2) for purposes of liability for African-American applicants who sought temporary employment during the 2010 decennial census and claim to have been harmed by Defendant's 30-day Letter, its criminal history adjudication criteria, or both. This Court amended that Order on October 2, 2014, to include all Latino applicants who sought temporary employment during the 2010 decennial census and claim to have been harmed by Defendant's 30-day Letter, its

criminal history adjudication criteria, or both.

Having considered the Motion for Preliminary Approval, the supporting declarations, and the complete record in this matter, for good cause shown,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

This Court has jurisdiction over the subject matter of the litigation and over all parties to this litigation, including all members of the Settlement Class, as defined below.

As used below, “Defendant” means Penny Pritzker, Secretary of the United States Department of Commerce, in her official capacity, or her successor, and the U.S. Census Bureau.

II. NO DETERMINATION

This Court hereby decrees that neither the Settlement Agreement, nor this Preliminary Approval Order, nor the fact of a settlement, are an admission or concession by Defendant of any liability or wrongdoing.

III. CERTIFICATION OF SETTLEMENT CLASS

1. Plaintiffs allege that Defendant denied them and hundreds of thousands of other African-American and Latino applicants the opportunity to fairly compete for temporary employment positions with the 2010 Decennial Census based on the criminal background check screening process used by the Census Bureau in violation of Title VII of the Civil Rights Act of 1964.

2. For settlement purposes only, the parties have proposed conditional certification of the following settlement class: for purposes of the programmatic and class member relief provided in the Settlement Agreement, a nationwide class certified under Federal Rules of Civil Procedure 23(a) and 23(b)(3) comprised of all African-American and Latino applicants who

sought temporary employment during the 2010 decennial census and claim to have been harmed by Census's 30-day Letter, its Adjudication Criteria, or both (the "Settlement Class").

The Court hereby FINDS and CONCLUDES that, for purposes of this settlement, the Settlement Class set forth above satisfies all of the requirements for certification under Rule 23(a) and Rule 23(b)(3). There are hundreds of thousands of Settlement Class Members, satisfying the numerosity requirement. Named Plaintiffs are typical and adequate representatives of the Settlement Class they seek to represent because their interests are co-extensive with those of Settlement Class Members and they have retained experienced counsel to represent them. Plaintiffs raise common questions, and the Settlement Class satisfies the predominance and superiority requirements for certification under Rule 23(b)(3) for settlement class purposes. The Court CONDITIONALLY CERTIFIES the Settlement Class under Rules 23(a) and 23(b)(3).

IV. **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

The Court has reviewed the proposed Settlement Agreement and Release ("Settlement Agreement"), attached as Exhibit 1 to the Klein Declaration (Klein Decl.) and Plaintiffs' unopposed Motion for Preliminary Approval and the Klein Declaration which describes Class Counsel's legal and factual investigation, and the settlement process.

1. Based on review of those papers, and the Court's familiarity with this case, the Court concludes that the settlement and the proposed Settlement Agreement was reached after Class Counsel investigated and litigated the claims and became familiar with the strengths and weaknesses of Plaintiffs' case and was a result of extensive, arm's length negotiations between counsel well-versed in the prosecution of complex employment class actions. *See Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116 (2d Cir. 2005). The Court concludes that the proposed Settlement Agreement is within the range of possible settlement approval, such that

notice to the Settlement Class is appropriate. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberg v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000); *In re Traffic Exec. Ass'n*, 627 F.2d 631, 634 (2d Cir. 1980).

2. The assistance of an experienced mediator reinforces that the Settlement Agreement is non-collusive. *See Capsolas v. Pasta Res., Inc.*, No. 10 Civ. 5595, 2012 WL 1656920, at *1 (S.D.N.Y. May 9, 2012).

3. Having conducted an initial evaluation of the fairness of the proposed settlement on the basis of the Motion for Preliminary Approval, the supporting declarations, and its attached documents, the Court finds that there is “probable cause to submit the [settlement] to class members” and will “hold a full-scale hearing as to its fairness.” *In re Traffic Exec. Ass'n*, 627 F.2d at 634 (internal quotations omitted).

It is therefore ORDERED:

That the Settlement Agreement is hereby PRELIMINARY APPROVED. Final approval and entry of the Settlement Agreement is subject to a final hearing of any objections of members of the class to the proposed Settlement Agreement.

V. APPROVAL OF THE FORM AND MANNER OF DISTRIBUTING CLASS NOTICE AND CLAIM FORM

The parties have also submitted for this Court’s approval a proposed Class Notice and a proposed Claim Form, which the Court has carefully reviewed. The Court FINDS and CONCLUDES as follows:

1. The proposed Notice is the best notice practicable under the circumstances and allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice and Claim Form likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement.

There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

2. The Notice fairly, plainly, accurately, and reasonably informs Settlement Class Members of: (1) appropriate information about the nature of this litigation, the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement Agreement, including programmatic and class member relief; (2) appropriate information about Class Counsel's forthcoming application for attorneys' fees, the proposed Service Awards to the Class Representatives and other payments that will be deducted from the Settlement Fund; (3) appropriate information about how to participate in the settlement; (4) appropriate information about this Court's procedures for final approval of the Settlement Agreement, and about Settlement Class Members' right to appear through counsel if they desire; (5) appropriate information about how to challenge or opt out of the settlement, if they wish to do so; and (6) appropriate instructions as to how to obtain additional information regarding this litigation or the Settlement Agreement.

3. Specifically, the Notice explains the programmatic relief that addresses Defendant's criminal history screening process, as well as the process for Class Members to obtain relief through individualized assistance in correcting discrepancies in criminal background histories and early job notification of Census's hiring for the 2020 decennial census. The Notice will also provide specific information regarding the date, time, and place of the final approval hearing and how to object to or exclude oneself from the settlement. This information is adequate to put Class Members on notice of the proposed settlement and is well within the requirements of Rule 23(c)(2)(B).

4. The Court finds and concludes that the proposed plan for distributing the Notice

and Claim Form will provide the best notice practicable, satisfies the notice requirements of Rule 23(e), and satisfies all other legal and due process requirements.

5. Accordingly, the Court hereby ORDERS as follows:

a. The form of the Notice and Claim Form is approved. Non-material changes may be made as the parties deem appropriate.

b. The manner for distributing the Notice and Claim Form is approved.

c. The proposed Privacy Act Protective Order is So Ordered.

d. Promptly following the entry of this Order, the settlement administrator shall prepare final versions of the Notice, incorporating into the Notice the relevant dates and deadlines set forth in this Order.

e. Within fourteen (14) business days following entry of this Order, Defendant, to the extent that said information was originally provided by the Settlement Class Member to the Census Bureau, shall provide the settlement administrator the name, Social Security number, self-reported email addresses, last known address, and last known phone number of each Settlement Class Member. This information will be treated in accordance with the Privacy Act Protective Order. The settlement administrator shall utilize such Settlement Class Members' Social Security numbers only for the purpose of locating and identifying Class Members and shall keep those Social Security numbers confidential in accordance with the Privacy Act Protective Order.

f. Within fourteen (14) business days of Defendant's provision of the Settlement Class Members' contact information set forth above, the settlement administrator shall email the Notice and Claim Form to each Settlement Class Member for whom an email address was provided by the Settlement Class Member. Settlement Class Members for whom

Defendant does not produce an email address and those for whom the email notice is returned undeliverable will receive, by first-class U.S. mail, postage prepaid, a postcard notifying them of the settlement and directing them to the settlement website or a 1-800 number for additional information. Settlement Class Members will be able to view the Notice through the website and can either print or request a hard copy to be sent to them via first-class U.S. Mail.

g. The settlement administrator will take all reasonable steps to obtain the correct address of any Settlement Class Members for whom a Notice is returned as undeliverable and shall attempt up to re-mail. The settlement administrator will notify Class Counsel and Defendant's Counsel of any Notice sent to a Settlement Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailings as set forth in the Settlement Agreement. Settlement Class Members for whom any re-mailing is sent shall have ninety (90) days from the last re-mailing to submit their Claim Forms, or one hundred and twenty (120) days from the initial mailing, whichever is earlier.

h. The settlement administrator shall take all other actions in furtherance of claims administration as are specified in the Settlement Agreement.

VI. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT

A. Final Approval Hearing

1. The Court hereby schedules a hearing to determine whether to grant final certification of the Settlement Class, and final approval of the Settlement Agreement (including the proposed plan of programmatic and class member relief, payment of attorneys' fees and costs, and Service Awards to the Named Plaintiffs) (the "Final Approval Hearing") for [150 days after the Court issues a preliminary approval order] at _____ am/pm.

B. Deadline to Request Exclusion from the Settlement

1. Settlement Class Members may exclude themselves, or opt out, of the settlement. Any request for exclusion must be in the form of a written, signed statement that states, “I opt out of the Census 2010 Decennial Applicant Settlement.” To be effective, this opt-out statement must be received on or before ninety (90) days after the date the Notice is mailed to Settlement Class Members.

2. The settlement administrator shall provide to all counsel and file with the Court all opt-out statements that are timely received and not rescinded. The Settlement Class will not include those individuals who file and serve a timely opt-out statement, and individuals who opt out are not entitled to any class member relief under the Settlement Agreement.

3. Any Settlement Class Member who does not properly submit an opt-out statement will be deemed to have accepted the settlement and its terms, and will be eligible to participate in the class member relief.

C. Deadline for Filing Objections to Settlement

1. Any Settlement Class Member who has not opted out of the Settlement Class and wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement must do so in writing. Settlement Class Member objections must be mailed to the Settlement Administrator and include a detailed description of the basis of the objection. The Settlement Administrator will stamp the date received on the original and send copies to Class Counsel and Defendant’s Counsel within three (3) days after receipt thereof. The Settlement Administrator must file the date-stamped originals of all Objections with the Court within three (3) days after the end of the Opt out period. No one may appear at the Final Approval Hearing for the purpose of objecting to the Settlement Agreement without first having filed and served an objection(s) in

writing postmarked on or before ninety (90) days after the Notice was mailed to Settlement Class Members.

D. Deadline for Submitting Claims Forms

1. A Settlement Class Member who does not opt out will be eligible to participate in the class member relief as a Group A Filer or Group B Filer, as outlined in the Settlement Agreement. A Settlement Class Member must properly and timely complete and submit a Claim Form to the settlement administrator in accordance with the terms of the Settlement Agreement. To be effective, Settlement Class Members, including the Named Plaintiffs, must submit a Claim Form postmarked no later than ninety (90) days after the date it was mailed by the settlement administrator, but no later than one hundred twenty (120) days after the initial mailing of the Class Notice to Settlement Class Members (the “Claim Bar Date”).

2. Additional time may be provided to a Settlement Class Member who misses the Claim Bar Date, if good cause, as determined by the settlement administrator, is demonstrated by the Settlement Class Member, or if Defendant otherwise agrees, provided that in no event may the additional time exceed ninety (90) days after the Claim Bar Date.

E. Settlement Fund and Programmatic and Class Member Relief

1. Defendant will disburse one check, or make an electronic funds transfer, in the amount of Fifteen Million Dollars (\$15,000,000.00) to the Settlement Fund. Defendant will begin to initiate the process to commence payment within five days of the effective date of the settlement (which is defined as the later of: sixty days from the entry of Order granting final approval of settlement if there are no appeals, or if there is an appeal of the Order granting final approval, the day after all appeals are finally resolved in favor of final approval). This amount shall be placed into an interest bearing escrow account established by Outten & Golden LLP, as

escrow agent.

2. The parties have agreed to the tailored programmatic relief as set forth in the Settlement Agreement and accompanying Scope of Work document. The parties have jointly selected Industrial Organizational Psychologists (“IOs”) to work as independent consultants to Defendant relative to the selection and hiring of temporary employees for the 2020 decennial census. The IOs will work together, in consultation with Defendant, to develop a recommended validated structure and selection process for the hiring of temporary employees for various operations of the 2020 decennial census.

3. The parties have also agreed to individualized class member relief, as set forth in the Settlement Agreement. Settlement Class Members will choose between two forms of class member relief: Class A Filers or Class B Filers. Class A Filers will participate in the Records Assistance Project to first obtain computerized criminal history record information and resolve discrepancies in Class A Filers’ criminal history records. The costs and expenses for this project come from the settlement fund, which allocates Five Million Dollars (\$5,000,000.00) to fund the Records Assistance Project and class representative Service Awards approved by the Court. Class B Filers will receive early notice of the commencement of hiring for temporary jobs for the 2020 decennial census. The parties agree to work together to provide meaningful early notice that will assist Group B Filers in pursuing temporary job opportunities for the 2020 decennial hiring, including information about the criminal background check process.

4. The Settlement Fund constitutes the total settlement cash outlay by Defendant in connection with the resolution of this Action. No other money shall be separately paid by Defendant in connection with this settlement, except certain implementation costs of the programmatic relief, such as the IOs’ compensation, as outlined in the Settlement Agreement.

The Settlement Fund is inclusive of payment for: (a) all amounts paid to satisfy the class member relief, including the Records Clearance Project; (b) all amounts paid to Named Plaintiffs for Court-Approved Service Awards; (c) all attorneys' fees and costs awarded by the Court, including those in connection with securing Court Approval of the settlement and the claims process and the monitoring by Class Counsel of the Settlement Agreement; (d) all costs in connection with the Settlement Fund including, but not limited to, those related to investing and liquidating the Settlement Fund; and (e) the settlement administrator's fees and costs. The Settlement Fund does not include the costs of the programmatic relief which costs will be borne by Defendant directly.

F. Deadline for Submitting Motion Seeking Final Approval

No later than fourteen (14) days before the Final Approval Hearing, Plaintiffs shall file a Motion for Final Approval of the Class Action Settlement and Petition for Attorneys' Fees, Costs and Service Awards to Class Representatives ("Motions"). These documents will be posted on Class Counsel's websites.

VII. NAMED PLAINTIFFS' AND SETTLEMENT CLASS MEMBERS' RELEASE

If, at the Final Approval Hearing, this Court grants Final Approval of the settlement and Settlement Agreement, Named Plaintiffs and each individual Settlement Class Member who do not timely opt out will release claims, as set forth in the Settlement Agreement, by operation of this Court's entry of the Judgment and Final Approval Order, regardless of whether the Settlement Class Member has submitted a Claim Form.

It is so ORDERED this ___ day of _____, 2016.

Honorable Frank Maas
United States Magistrate Judge

Exhibit 17

PREET BHARARA

United States Attorney for the
Southern District of New York

By: DANIEL P. FILOR
TARA LAMORTE
NATALIE N. KUEHLER

Assistant United States Attorneys
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tara.lamorte2@usdoj.gov
natalie.kuehler@usdoj.gov

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
EUGENE JOHNSON and EVELYN HOUSER
on behalf of themselves and others similarly situated,

Plaintiffs,

v.

GARY LOCKE, Secretary, United States Department
of Commerce,

Defendant.
----- X

ECF Case
10 Civ. 3105 (FM)

OFFER OF JUDGMENT

Pursuant to Federal Rule of Civil Procedure 68, defendant Gary Locke, Secretary of the United States Department of Commerce (the "Government"), by his attorney, Preet Bharara, United States Attorney for the Southern District of New York, hereby offers to allow judgment to be entered against the Government in this action according to the following terms and conditions (the "Offer of Judgment"):

1. The Government shall pay each plaintiff separately the following amounts (the "Individual Judgment Amounts"), plus interest to the extent available under law: (i) \$2,235.86 to Anthony Gonzalez; (ii) \$2,111.71 to Precious Daniels; (iii) \$1,957.79 to Evelyn Houser; (iv) \$2,471.81 to Eugene Johnson; and (v) \$2,547.42 to Ignacio Riesco.

2. The Government shall pay all plaintiffs' reasonable costs and attorneys' fees incurred to date relating to each plaintiff's individual claims (the "Costs Judgment Amount"), in an amount to be determined by mutual agreement of the parties, or, in the event the parties are unable to reach agreement on the Costs Judgment Amount, by order of the Court.

3. The Individual Judgment Amounts and Costs Judgment Amount represents the total amount that the Government shall be obligated to pay, and shall be considered as payment in full satisfaction of each plaintiff's claims for all monetary and non-monetary relief in this action against the Government, including any and all costs incurred by plaintiffs.

4. Acceptance by less than all plaintiffs shall be deemed a rejection of the Offer of Judgment.

5. The Offer of Judgment is made for the purposes specified in Rule 68 and is not to be construed as an admission that the Government is liable in this action, that the plaintiffs have suffered any damages, or that the plaintiffs are entitled to any fees or costs.

Dated: New York, New York
May 11, 2011

PREET BHARARA
United States Attorney for the
Southern District of New York

By: *Daniel P. Filor*
DANIEL P. FILOR
TARA LAMORTE
NATALIE N. KUEHLER
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Telephone: (212) 637-2726/2746/2741
Fax: (212) 637-2717/2750

CERTIFICATE OF SERVICE

I, Daniel P. Filor, an Assistant United States Attorney for the Southern District of New York, hereby certify that on May 11, 2011, I caused a copy of the foregoing Offer of Judgment be served upon plaintiffs Anthony Gonzalez, Precious Daniels, Evelyn Houser, Eugene Johnson, and Ignacio Riesco via Federal Express mailing to the following:

Samuel R. Miller, Esq.
Outten & Golden, LLP
3 Park Avenue, 29th Floor
New York, NY 10016

Dated: New York, New York
May 11, 2011



DANIEL P. FILOR
Assistant United States Attorney
86 Chambers Street, 3rd Floor
New York, New York 10007
Telephone: (212) 637-2726

Exhibit 18

PREET BHARARA
United States Attorney for the
Southern District of New York
By: NATALIE N. KUEHLER
Assistant United States Attorney
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Fax: (212) 637-2750
natalie.kuehler@usdoj.gov

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MAURICE G. ROBINSON

Plaintiffs,

v.

JOHN BRYSON as SECRETARY OF THE
DEPARTMENT OF COMMERCE, BUREAU
OF THE CENSUS AGENCY,

Defendant.
----- X

11 Civ. 2480 (PAC)(DCF)

OFFER OF JUDGMENT

ECF Case

Pursuant to Federal Rule of Civil Procedure 68, defendant John Bryson, Secretary of the United States Department of Commerce (the "Government"), by his attorney, Preet Bharara, United States Attorney for the Southern District of New York, hereby offers to allow judgment to be entered against the Government in this action according to the following terms and conditions (the "Offer of Judgment"):

1. The Government shall pay Plaintiff \$1,263.00 (the "Individual Judgment Amount"), plus interest to the extent available under law.
2. The Government shall pay all Plaintiff's reasonable costs and attorneys' fees incurred to date (the "Costs Judgment Amount"), in an amount to be determined by mutual

agreement of the parties, or, in the event the parties are unable to reach agreement on the Costs Judgment Amount, by order of the Court.

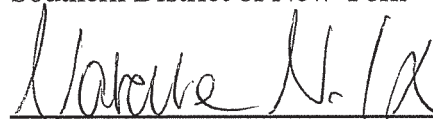
3. The Individual Judgment Amount and Costs Judgment Amount represents the total amount that the Government shall be obligated to pay, and shall be considered as payment in full satisfaction of Plaintiff's claims for all monetary and non-monetary relief in this action against the Government, including any and all costs incurred by Plaintiff.

4. The Offer of Judgment is made for the purposes specified in Rule 68 and is not to be construed as an admission that the Government is liable in this action, that the Plaintiff has suffered any damages, or that the Plaintiff is entitled to any fees or costs.

Dated: New York, New York
April 30, 2012

PREET BHARARA
United States Attorney for the
Southern District of New York

By:



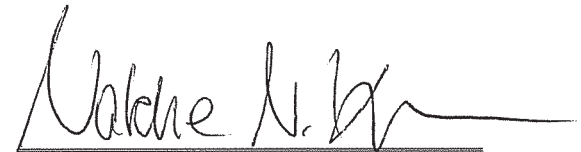
NATALIE N. KUEHLER
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86 Chambers Street, 3rd Floor
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Fax: (212) 637-2717/2750

CERTIFICATE OF SERVICE

I, Natalie N. Kuehler, an Assistant United States Attorney for the Southern District of New York, hereby certify that on April 30, 2012, I caused a copy of the foregoing Offer of Judgment be served upon Plaintiff Maurice Robinson via email and first-class mailing to the following:

Ossai Miazad, Esq.
Melissa Pierre-Louis, Esq.
Paul Mollica, Esq.
Outten & Golden, LLP
3 Park Avenue, 29th Floor
New York, NY 10016

Dated: New York, New York
April 30, 2012



NATALIE N. KUEHLER
Assistant United States Attorney
86 Chambers Street, 3rd Floor
New York, New York 10007
Telephone: (212) 637-2741