

**PITTMAN CLASS ACTION SETTLEMENT
INDIVIDUAL CLAIM FORM AND RELEASE**

If you do not timely return this Claim Form and Release, you will lose your right to receive any monetary relief in this case.

If you were employed by the United States Postal Service (USPS or Postal Service) between March 24, 2000 and December 31, 2012, and worked as a Permanent Rehabilitation Employee during that period, you may be a class member eligible to receive monetary compensation for restriction of duty hours to include overtime or additional work hours under the class action settlement in *R.J. Pittman v. Patrick J. Donahoe*, EEOC Case No. 541-2008-00188X, Agency No. CC-800-0359-03 (Pittman Class Action Settlement). The U.S. Equal Employment Opportunity Commission has granted Final Approval of this Settlement Agreement. However, all appeal periods must elapse before any settlement compensation will be paid to Eligible Class Members. This may take up to a year or more.

The award share, if any, you may recover is dependent on several factors including, the number of years you worked as a Permanent Rehabilitation Employee and the number of eligible claims made by other Eligible Class Members, so your award share cannot yet be determined.

Instructions:

To make a claim under the terms of the Pittman Class Action Settlement, you must fill out and return this Claim Form and Release to the Class Claims Administrator at the address listed below, no later than **June 19, 2014**.

You should file this Claim Form and Release even if you are unsure of the answers to any of the questions below. Give your best estimates if you are unsure of any of the answers. If Class Counsel has questions regarding the information you provide they may contact you. Class Counsel may also verify the information you provide in the Claim Form and Release with any personnel data provided to Class Counsel by the Agency during the course of this litigation. Class Counsel's determination on the amount of monetary compensation is final and unreviewable.

If you have any questions about this Claim Form and Release, or your eligibility to make a claim, you may receive free legal advice from Class Counsel, who may be contacted at 1-800-280-8301 toll free, or by facsimile at 303-927-3860. Additional information about the claims process may be found at www.Pittmanclass.com.

DO NOT contact the EEOC for additional information regarding the Pittman Class Action.

If you do not timely return this Claim Form and Release, you will lose your right to receive any monetary relief in this case.

If you are a Potential Class Member and would like to be considered for monetary relief under the terms of the Pittman Class Action Settlement, you must fully complete and sign this Claim Form and Release. You must submit this Claim Form and Release by regular mail. The envelope containing the Claim Form and Release Form must be postmarked no later than **June 19, 2014**, to:

***Pittman v. Donahoe*
Class Administrator
P.O. Box 869
Tallahassee, FL 32302-0869**

Your Claim Form and Release will be late if not postmarked by June 19, 2014. A Claim Form and Release that is returned late—after the deadline stated above—will not be considered.

Important – your rights will be affected by the information you provide on this individual Claim Form and Release.

Pittman v. Donahoe
CLAIM FORM AND RELEASE

I. Personal Information:

Claim No.:

1. SSN: _____ - _____ - _____ 2. Date of Birth: ____/____/____ (mm/dd/yy)
3. While employed by the Postal Service, what, if any, other names were you known by?

4. Current home/mailling address: _____
(Street or PO Box) (Apt. Number)
- _____ (City) (State) (Zip Code)
5. Home telephone: _____ Alternate contact #: _____
6. Email address: _____
7. Are you currently employed by the United States Postal Service? ___Yes ___No
If No, what was the date you left the Postal Service? _____
8. What is your current (or, for former employees, what was your last) duty location?
Facility: _____ District: _____
City: _____ State: _____

II. Claim Information. Only Potential Class Members who affirmatively allege that their overtime hours or their work/duty hours were restricted during the Class Period while working as a Permanent Rehabilitation Employee and who timely return this Claim Form and Release (Eligible Class Members) shall be entitled to a share of the Class Fund.

10. I worked as a Permanent Rehabilitation Employee in the following years (*check every year that applies*):
____2000 ____2001 ____2002 ____2003 ____2004 ____2005 ____2006
____2007 ____2008 ____2009 ____2010 ____2011 ____2012
11. While working as a Permanent Rehabilitation Employee, my work hours were restricted because I was denied additional work hours and/or overtime work hours? ___Yes ___No
12. Between May2006 and July 2011, were you assessed under the USPS National Reassessment Process (NRP)? ___Yes ___No
13. If you answered "Yes" to Question 12 above, as a result of your assessment under NRP were your work hours reduced or eliminated after you were told by management there was insufficient or "no work available" within your medical restrictions? ___Yes ___No
14. If you answered "Yes" to Question 13 above, please indicate the year(s) your work hours were so reduced or eliminated:
____May-Dec. 2006 ____2007 ____2008 ____2009 ____2010 ____Jan.-June 2011
15. If you answered "Yes" to Question 12 above, after you were assessed under the NRP did you remain a Permanent Rehabilitation Employee? ___Yes ___No
16. If you answered "No" to Question 15 above, mark the year you ceased being a Permanent Rehabilitation Employee:
____2006 ____2007 ____2008 ____2009 ____2010 ____2011 ____2012

TURN PAGE OVER AND READ AND SIGN RELEASE FORM

III. Release and Signature

For your claim to be processed, you must sign this Claim Form and the Release below which indicates that you agree to proceed through the claims process and release your claim.

Under the EEOC regulations, this claims process is my sole remedy for any claim(s) that is covered by the Pittman Class Action Settlement. If I do not participate in this claims process, my only other remedies would be to appeal the Settlement Agreement to the EEOC or file my own lawsuit in federal court. If I participate in this claims process, I will surrender any right I may have to appeal the Pittman Class Action Settlement to the EEOC, any right I may have to file a civil action in a federal court related to the claims in this case, and any other right I may have to seek relief for a claim included within the Pittman v. Donahoe, EEOC Case No. 541-2008-00188X, case (Pittman Case).

I agree to proceed through the claims process and give up any right I may have to appeal the Settlement Agreement to the EEOC, give up any right I may have to file a civil action in federal court, and give up any other right I may have to seek relief for a claim included within the Pittman Case. My signature upon this Claim Form and Release constitutes a permanent and unconditional settlement and release by me, my heirs, executors, administrators, or assigns, of all outstanding claims, complaints, administrative complaints, and appeals that I have filed or could have filed arising from any restriction of my duty hours by the USPS between March 24, 2000 and December 31, 2012, allegedly in violation of the Rehabilitation Act. This Release includes claims against the USPS and the USPS' officers, executives, agents, managers, supervisors, employees and representatives. In addition, the claims that I am permanently releasing include, but are not limited to, those for front pay, back pay, compensatory damages, interest, and claims for attorneys' fees and costs which may be advanced by any counsel other than the counsel the EEOC has appointed to represent the class in this case. This means that any attorney, other than class counsel, may not recover any attorneys' fees or costs from the USPS for the services in representing me in connection with any dispute I may have had relating to my Claim. This Release does not require me to waive any claims for worker's compensation benefits that I have filed, or might file, with the United States Department of Labor.

This Release does not require me to waive any claims for duty hour restrictions made specifically pursuant to Phase 2 of the National Reassessment Process (NRP), including "no work available determinations," as those claims are subject to a separate class action in *McConnell v. Donahoe*, EEOC Case No. 520-2010-00280X (McConnell Class Action). However, I understand that by signing this Release, I am waiving all "restriction of duty hour claims" during the Pittman Class Period, including denial of overtime and "no work available" determinations of Permanent Rehabilitation Employees, occurring before and after Phase 2 of the NRP.

If any labor union has filed, or files in the future, any grievance(s) (Step 2 or higher) and/or arbitration(s) making claims substantially similar to those made in this Claim for conduct during the class period, I will instruct the union to withdraw any such claims pending at any level of the grievance-arbitration process. In the event that any labor union disregards my instructions, I shall refuse to accept any remuneration or relief for such claims which may be ordered as a result of any such grievance. In the event that I nonetheless receive such remuneration, I shall refund that remuneration to the Agency within 14 days of the receipt of such benefits. The repayment of such funds shall not be a basis for opening or reopening any claim arising from my employment with the Agency through the date that I sign this Release Form. The term "remuneration" shall include, but not be limited to, pay of any kind, annual leave and sick leave. The term "relief" shall include, but not be limited to, restoration of employment with the USPS.

I acknowledge and affirm that I have read this Release. I understand this Release in its entirety and I have signed it willingly and freely, and without coercion, threat or duress. I understand that this Release is a full and final resolution of all matters described above, and that there are no other terms and conditions that are not set forth in this Release. I further acknowledge and agree that the USPS has made no representations regarding the tax consequences of any amounts received by me pursuant to this Release. Finally, I agree to pay federal and/or state taxes, if any, which are required by law.

I declare under penalty of perjury and in accordance with the requirements of Title 28-United States Code, Section 1746, that to the best of my knowledge, the information provided on this claim form is correct. I agree to the release terms listed above.

Signature

Date

Print Name

TURN PAGE OVER AND MAKE SURE YOU HAVE READ AND COMPLETED THE CLAIM FORM