

1 **IN THE DISTRICT COURT OF THE VIRGIN ISLANDS**
2 **DIVISION OF ST. CROIX**

ROBERTO CARABALLO, et al.,)	
)	Civil No. 1997/27
Plaintiffs,)	
vs.)	STIPULATION FOR
)	SETTLEMENT
UNITED STATES OF AMERICA, et al.,)	
)	
Defendants.)	

8 This Stipulation, along with the accompanying Exhibits A through E, (hereinafter collectively
9 referred to as the "Stipulation") is entered into by the parties, through their undersigned attorneys, for the
10 purpose of settling this case and the related cases listed in Subsection 17.1.

11 1. Amendment of Complaint. Pursuant to Fed. R. Civ. P. 15, the complaint in this case has
12 been amended as of right in order to add named plaintiffs from other COLA areas, to change the name of the
13 defendant Director of the Office of Personnel Management, and to enlarge the class description as stated in
14 Section 2.

15 2. Class Description. Pursuant to Fed. R. Civ. P. 23(b)(1), this settlement applies to all
16 members of the class of plaintiffs described as follows:

17 All persons employed by the United States or an agency, establishment, or instrumentality
18 thereof, or by a corporation owned by the United States, including the United States Postal
19 Service, the Administrative Office of the United States Courts, the General Accounting
20 Office, and Non-Appropriated Fund agencies, who are or were entitled to receive, or did
21 receive, a non-foreign (territorial) cost-of-living allowance, or a like payment as part of or in
22 addition to basic pay, pursuant to 5 U.S.C. § 5941, 5 C.F.R. §§ 591.201-213, and/or
23 Executive Orders 10,000 and 11,137, or pursuant to other statute, regulation, administrative
24 practice, or contract, at any time on or after October 1, 1990. (Such allowance or like
25 payment is hereinafter called "COLA," and the agency, establishment, instrumentality, or
corporation paying COLA is called the "COLA Payor.")

3 3. Overview of Settlement. Class members' claims for back pay based on underpayment of
4 COLA were compromised and settled for all pay periods beginning prior to October 1,1990, pursuant to
5 previous litigation. This Stipulation sets forth the terms and conditions on which the back pay claims of class
6 members arising from underpayment of COLA will be compromised and settled for pay periods beginning
7 after October 1, 1990. Pursuant to this settlement, the government will pay certain amounts of compensation
8 and issue new regulations governing the COLA program. If the government's actions in the future are
9 consistent with this Stipulation, and with the Conforming Methodology as defined in Subsubsection 10.2.1,
10 the government will be protected against further liability as set forth and to the extent provided in Section 10.

11 4. Procedure for Issuing New COLA Regulations and Rates Thereunder.
12 The parties have agreed that the United States, acting primarily through its Office of Personnel Management
13 ("OPM"), will undertake substantial revisions of the current regulations set forth at 5 C.F.R. Part 591,
14 subpart B, in order to conform them to the Safe Harbor Principles set forth in Exhibit A. The following steps
15 will be taken by OPM in promulgating final new COLA regulations ("New Regulations") and rates
16 thereunder.

1 4.1 Publication of New Regulations. The proposed New Regulations will be published
2 in the Federal Register for comment pursuant to the Administrative Procedure Act.

3 4.2 Publication of COLA Rates Under New Regulations. Prior to adopting the initial
4 COLA rates for an area pursuant to the New Regulations, OPM will publish the proposed rates in the Federal
5 Register for public comment pursuant to the Administrative Procedure Act. Prior to adopting all subsequent
6 COLA rates for an area pursuant to the New Regulations, OPM will publish the proposed rates in the Federal
7 Register for public comment pursuant to the Administrative Procedure Act.

8 5. Report to Congress. By statute, OPM has been directed to render a report to Congress
9 concerning the COLA program. OPM's report was due on March 1, 2000, but has been deferred pending
10 this settlement. OPM will endeavor to afford the plaintiffs and their attorneys an opportunity to review and
11 comment upon a draft of the report before it is submitted.

12 6. Employee Involvement Structure. The development, implementation, and revision of the
13 New Regulations, and the implementation of this settlement in all other respects, shall be undertaken and
14 conducted by OPM in good faith in accordance with the principles contained in Exhibit A and in cooperation
15 and consultation with the Survey Implementation Committee ("SIC") and with any other committees
16 established under Safe Harbor Principle 24 of Exhibit A. The initial members of the SIC are listed in Exhibit
17 B. If a vacancy occurs on the SIC, the party (or parties) that selected the member to be replaced will
18 nominate a replacement member. Employees may request from their employing agency excused absence or
19 equivalent status (i.e., absence from duty without loss of pay or leave) to attend SIC meetings and activities.
20 The employing agency may, within its discretion, grant that request. Such absences are of benefit to the
21 government, and OPM will encourage agencies to grant such requests.

22 7. Technical Advisory Committee. OPM and/or committees established under the Employee
23 Involvement Structure ("EIS") may refer questions or disagreements concerning economic principles,
24 theories, and practices relating to the interpretation or application of the Safe Harbor Principles to a
25 Technical Advisory Committee ("TAC") for review, consultation, and/or advice. Any comment,
26 recommendation, or decision by the TAC will be advisory only. The initial members of the TAC are listed in
27 Exhibit B. If a vacancy occurs on the TAC, the party that selected the member to be replaced will nominate
28 a replacement member. If the TAC member was selected mutually by both parties, the parties will make a
29 good faith effort to work together to nominate a replacement member.

30 8. Survey Cycles. Pursuant to the Safe Harbor Principles, the New Regulations will provide
31 for a three-year cycle of price surveys, whereby each COLA area will be surveyed once every three years.
32 The parties expect the first surveys to be conducted during the year 2001. The parties have agreed as to
33 which areas are to be surveyed in the initial and subsequent years. The agreed survey cycle is set forth in
34 Exhibit C. If the issuance of the New Regulations providing for price surveys is delayed until the year 2001
35 or a subsequent year, the commencement of the new survey cycle shall be delayed by a corresponding
36 number of years (but the sequence of the COLA areas to be surveyed shall remain the same).

37 9. Interim COLA Rates. Effective for all pay periods beginning after September 30, 2000, the
38 COLA rates for all areas shall be set at the levels shown in Exhibit C (which levels represent increases from
39 current levels for certain COLA areas), and the rates shall remain at those levels until they are changed
40 pursuant to the New Regulations and in accordance with the Safe Harbor Principles, unless an earlier
41 increase is required pursuant to the formula set forth in Exhibit C.

42 10. Waiver of Claims.

43 10.1 Claims Arising Prior to October 1, 2000.

44 10.1.1 Plaintiffs waive any and all claims of a class-wide nature which concern,
45 or arise out of, the administration of the COLA program for the period October 1, 1948, to September 30,
2000, including, but not limited to, all claims concerning the determination of COLA rates and any claims
for underpayment of COLA in any given COLA area. These claims do not include individual claims, for

1 example, that an agency has calculated the wrong COLA amount for an employee, that it has placed an
2 employee in an erroneous allowance category, or that it has denied the payment of COLA to an employee.

3 10.1.2 This waiver includes any claims for sanctions or damages on account of
4 violations of the settlement agreements or court orders in *Alaniz v. OPM*, No. A81-072 Civ. (D. Alaska)
5 (“*Alaniz*”), *Karamatsu v. United States*, No. 224-85C (Fed. Cl.) (“*Karamatsu*”), and *Arana v. United States*,
6 No. 389-86C (Fed. Cl.) (“*Arana*”).

7 10.1.3 This waiver does not include any claims based upon any breach of this
8 Stipulation or the violation of any order of the Court in this case or any agreements or orders hereafter
9 entered in *Alaniz*, *Karamatsu*, or *Arana*.

10 10.2 Claims Arising On or After October 1, 2000.

11 10.2.1 Conforming Methodology. Although OPM retains its discretion to issue
12 or amend (or decline to issue or amend) any regulations as part of the New Regulations, or otherwise,
13 provided that the manner and substance of its exercise of such discretion is consistent with applicable law,
14 the parties expect that the New Regulations will make such changes to the existing regulations and published
15 methodology governing the operation of the COLA program as are anticipated by applicable Safe Harbor
16 Principles as set forth in Exhibit A. For purposes of this Stipulation, including the waiver and dispute
17 resolution provisions set forth in this Section, the totality of such existing regulations and published
18 methodology, with such changes as are anticipated by applicable Safe Harbor Principles, are referred to as
19 the Conforming Methodology. As stated above, it is expected, but not required by this settlement, that the
20 New Regulations will be consistent with the Conforming Methodology.

21 10.2.2 For all claims arising between October 1, 2000, and the effective date of
22 the first COLA rate issued for a particular COLA area pursuant to the New Regulations, plaintiffs waive any
23 and all claims of a class-wide nature, as described in Subsubsection 10.1.1, so long as the rates set for COLA
24 in each area conform to the interim rates provided for in Section 9. For all claims arising after the effective
25 date of the first COLA rates issued for a particular COLA area pursuant to the New Regulations, plaintiffs
waive any and all claims of a class-wide nature, as described in Subsubsection 10.1.1, so long as OPM’s
regulations and the rates set for COLA thereunder in each area are reasonably consistent with the
Conforming Methodology.

10.2.3 A rule or regulation is not reasonably consistent with the Conforming
Methodology if it is inconsistent with any Safe Harbor Principle in Exhibit A, if it involves the subject matter
of any proposed Safe Harbor Principle enumerated by the Safe Harbor Working Group (“SHWG”) but not
included in Exhibit A, or if it substantially changes the Conforming Methodology except in response to
circumstances changed since the date the parties entered into this Stipulation; provided, however, that an
action by OPM is nevertheless consistent with the Conforming Methodology if it is wholly administrative or
if it does not have any possible effect of reducing an index or COLA rate in any area or as applied to any
employee.

10.2.4 Nothing in this section shall be construed in any way to hinder or limit
OPM’s ability to make good faith changes to the Conforming Methodology to respond to circumstances
changed since the date the parties entered into this Stipulation, if the changes do not involve the subject
matter of Safe Harbor Principles enumerated by the SHWG but not included in Exhibit A. In such event, the
protection of the waiver described in this Section will be maintained.

10.3 Interest. The waivers of claims in the foregoing subsections include any claims for
interest thereon.

10.4 Dispute Resolution Procedures.

10.4.1 If any class member(s) at any time believes that OPM’s regulations, or
any COLA rates set thereunder, are not reasonably consistent with the Conforming Methodology, that class
member(s) shall inform OPM in writing within 60 days of the effective date of the allegedly nonconforming

1 OPM regulation or COLA rate and shall set forth the specific reason(s) why that class member(s) believes
2 that the regulations or the COLA rates do not reasonably conform. If OPM believes that its regulations and
3 COLA rates are reasonably consistent with the Conforming Methodology, OPM shall respond in writing to
4 the class member(s) setting forth the reasons why it believes that the regulations and COLA rates are
5 reasonably consistent. If the class member(s) still disagrees, then the class member(s) may so advise the EIS
6 and, if the EIS agrees with the class member(s), then OPM and the EIS may enter into any type of
7 negotiation, discussions, or alternative dispute resolution process to reach an agreement on the issue of
8 reasonable consistency with the Conforming Methodology. OPM and the EIS may also use the services of
9 consultants, experts, research services, or other entities in the dispute resolution process. Nothing herein,
10 however, shall prevent OPM from continuing to follow existing regulations or COLA rates, from issuing new
11 regulations or setting new COLA rates, or from taking any other action which OPM, in its sole discretion,
12 deems advisable, at any time during this process.

13 10.4.2 After a reasonable attempt to settle the issue of nonconformance through
14 the process described in Subsubsection 10.4.1, the class member(s) may file suit in any court of competent
15 jurisdiction seeking a declaratory judgment as to whether the OPM regulation and COLA rate at issue are
16 reasonably consistent with the Conforming Methodology. If the court rules that the OPM regulation and
17 COLA rate are reasonably consistent with the Conforming Methodology, then the plaintiffs agree that the
18 class member(s) will abide by a final judgment of the court. (For purposes of this Section, a final judgment
19 is a judgment which has become final after all rights to further review by higher courts have been exercised
20 or waived or have lapsed.) If, in a final judgment, the court rules that the OPM regulation and COLA rate
21 are not reasonably consistent with the Conforming Methodology, then OPM agrees that it will: 1) change the
22 regulation and COLA rate to be reasonably consistent with the Conforming Methodology; or 2) publish
23 notice that it no longer intends to be bound by the Conforming Methodology. The plaintiffs agree that OPM
24 will not be liable for damages or equitable relief solely on the basis that the regulation or COLA rate at issue
25 is or was not reasonably consistent with the Conforming Methodology. If, however, a court of competent
jurisdiction rules in a final judgment that the regulations or COLA rate at issue violates applicable laws, then
the United States may be liable for damages or equitable relief as determined by the court.

10.4.3 If, at any time, OPM determines that it no longer wishes to be bound by
the Conforming Methodology, it will publish notice to the class members of its decision. OPM may then
revise its regulations or set COLA rates in a manner that is not consistent with the Conforming Methodology.
If it does so, OPM will not incur any liability to the class members, either in damages or for equitable relief,
of any kind or degree solely on the basis that any regulation or COLA rate at issue is not reasonably
consistent with the Conforming Methodology. If, however, a court of competent jurisdiction rules in a final
judgment that the regulations or COLA rate at issue violates applicable laws, then the United States may be
liable for damages or equitable relief as determined by the court.

11. Monetary Settlement. Within 30 days after the date of Court approval of this Stipulation, the
United States shall pay to Robert G. Mullendore, P.S., as Trustee, the lump-sum amount of \$232.5 million
(hereinafter called the "Judgment Amount"). If Court approval of this Stipulation is delayed beyond
September 30, 2000, the Judgment Amount shall be increased beginning October 1, 2000, and ending on the
date of Court approval, at a rate of 5% per annum. The Judgment Amount includes the shares of all COLA
Payors, including the United States Postal Service ("USPS") and other independent payors. The Judgment
Amount is a sum certain that has been agreed to by the parties, and shall be distributed as provided in Section
13 and Exhibits D and E. After the defendants make payment of the Judgment Amount to the Trustee, the
United States and the USPS will have no further monetary liability in this case.

12. Reports from OPM and COLA Payors.

12.1 On or before March 31, 2001, OPM and the USPS shall provide the following
information to the Trustee for all class members with respect to the period from October 1, 1990, through

1 September 30, 2000: (1) OPM will provide extracts from the Central Personnel Data File (“CPDF”) containing quarterly “snapshots” of all Executive Branch employees whose agencies report to the CPDF, containing the following information for each employee: name; social security number; grade; step; adjusted basic pay; duty station; work schedule; agency; pay rate determinant; special pay rate table ID; occupation code; and pay plan; (The CPDF contains information provided by the agencies and may not be complete.)
2
3
4 (2) federal agencies that are not captured by the CPDF will provide appropriate information so that payments can be made; and (3) the USPS will provide the following information for each employee: name; social security number; address of record; total T-COLA paid by calendar year from October 1, 1990, through September 30, 2000 (but only for those portions of the calendar years 1990 and 2000 covered by this Stipulation as described above); annual or hourly salary, as applicable; designation and activity; rate schedule code; and COLA area. The annual salary, designation and activity, rate schedule code, and COLA area information provided by the USPS for each employee will cover the USPS pay period during which the date of each CPDF quarterly “snapshot” falls.

8 12.2 For purposes of assisting OPM and COLA Payors in the performance of their obligations as described in Subsection 12.1, and assisting the Trustee in the process of computing and distributing individual Gross Amounts as provided in Section 13, the Trustee is authorized to contract with private consulting and service firms and to pay the fees and expenses of such firms out of the Settlement Administration Expense Account.

11 12.3 OPM will consult with the Trustee as to the specifications and instructions to be provided to COLA Payors not covered by the CPDF. In general, the defendants will assist the Trustee in obtaining complete, accurate, and timely information pertaining to all COLA Payors and all class members as described in Subsection 12.1.

13 12.4 Plaintiffs, by and through their counsel, hereby give defendants permission to disclose to the Trustee such personal information as is necessary to execute the intent and terms of this Stipulation, even if such information would otherwise be protected by the Privacy Act, 5 U.S.C. § 551, *et seq.* For purposes of the Privacy Act, including 5 U.S.C. § 552a(b), this provision constitutes prior written consent by the plaintiff class members for defendants to disclose to the Trustee all such necessary information, including, for example: name, social security number, address of record, amount of COLA or T-COLA paid during any relevant period, annual or hourly salary, designation and activity, rate schedule code, COLA area, grade, step, adjusted basic pay, duty station, work schedule, employing agency, pay rate determinant, special pay rate table ID, occupation code, and pay plan. The Trustee agrees to limit his use of personal information received from the defendants to performing those tasks necessary to execute the intent and terms of this Stipulation, to return such information to the government or to destroy it upon completion of these tasks, and not to disclose such information to any third party. For purposes of this provision, the private consulting and service firms referred to in Subsection 12.2 will not be considered third parties if they are acting as the agents of the Trustee, if they enter a confidentiality agreement, and if they agree to the conditions agreed to by the Trustee in this Section.

21 13. Distribution of Gross Amount.

22 13.1 Within 90 days after receiving a report from or for a COLA Payor as provided in Section 12, or by June 30, 2001, whichever is later, the Trustee will mail to class members covered by the report a Claim Verification form summarizing the determination of the Gross Amount. After receiving executed Claim Verifications from class members representing at least 50% of the estimated Aggregate Gross Amount of back pay due to all class members as provided in Exhibit D, but not later than October 1, 2001, the Trustee will begin mailing individual settlement checks for the verified Gross Amounts to class members who have executed and returned their Claim Verification forms. (The terms “Gross Amount” and “Aggregate Gross Amount” are defined in Exhibit D.)

1 13.2 The Trustee is not required to distribute or report, to the class members or to any
2 taxing authority, any information for tax purposes or any similar purpose. The Trustee will have no
3 obligation to locate or notify class members whose addresses are not found in a single search of one
4 commercially available database of personal addresses using a standard address search protocol, or who do
5 not return their Claim Verification forms, or who do not cash their checks. Each check must be negotiated
6 within 90 days after its date. Negotiation of a check constitutes a final and binding acceptance of the
7 calculation and amounts due under this settlement. The amount of any and all uncashed or undeliverable
8 checks will be utilized or distributed as provided in Exhibit E.

9 13.3 On January 1, 2002, (the "Back Pay Termination Date"), the trust shall be closed to
10 further distributions of back pay to class members covered by reports submitted by or for COLA Payors on
11 or before June 30, 2001. Thereafter, the undistributed Gross Amounts shall be utilized by the Trustee to
12 make the further payments described in Exhibit E and to pay Gross Amounts to class members covered by
13 any reports first submitted by or for COLA Payors later than June 30, 2001. With respect to the class
14 members covered by any such late report, those who execute Claim Verification forms shall be entitled to
15 receive checks for their Gross Amounts, but the trust shall be closed to further distributions of back pay to
16 class members covered by any such late report 180 days after the Trustee's receipt of such report.

17 13.4 In general, the Trustee may exercise reasonable discretion, consistent with this
18 Stipulation, in the administration of the trust. Without limiting the generality of the foregoing, the Trustee
19 shall have authority: to make simplifying assumptions and adjustments with respect to the payroll records
20 and employment/earning histories of class members for purposes of computing Gross Amounts and
21 prejudgment interest; to select a reasonable database and an appropriate search protocol for purposes of
22 finding addresses for class members; to make payments to class members in such amounts as are reasonable
23 and consistent with this Stipulation, notwithstanding disagreements between class members and COLA
24 Payors concerning pay records; to make payments to the heirs and assigns of class members in such
25 proportions and amounts as are reasonable and consistent with applicable law; to engage independent
contractors and incur any and all other reasonable costs and expenses relating to the administration of the
trust and the effectuation of this settlement; and to pay such costs and expenses from the Settlement
Administration Expense Account as provided in Exhibit D.

17 14. Investment Earnings. The amounts held for distribution to class members shall be invested
18 only in obligations of or guaranteed by the United States, in money-market funds invested in those
19 obligations, or in federally insured accounts. Earnings on the investment of amounts held in trust will be
20 deposited into a separate Earnings Account. Amounts deposited into the Earnings Account, and further
21 earnings thereon, shall be utilized by the Trustee in the manner set forth in Exhibit E.

22 15. Termination of Trust. The trust shall be terminated as of December 31, 2005 (the "Trust
23 Termination Date"). Any amounts then remaining in the Earnings Account (after payment of all remaining
24 obligations to plaintiffs' attorneys) shall be deposited into the Settlement Administration Expense Account
25 (unless that account has been terminated, in which event any remainder in the Earnings Account will be
credited to the non-profit corporations established pursuant to the settlements in *Alaniz* and *Karamatsu*).
Any remaining balance of the trust (consisting of any undistributed Gross Amounts and reserves, after
payment of all remaining obligations to plaintiffs' attorneys) shall be credited to such non-profit
corporations. Within 90 days after the Trust Termination Date, the Trustee shall file with this Court a final
accounting of the amounts that have been distributed to class members and of the amounts that have been
credited to the non-profit corporations.

16. Notice and Approval of Settlement.

16.1 This Stipulation shall become final and binding upon approval of the Court
following notice to the class members. The parties' attorneys will arrange for the publication to class
members of a notice of this settlement in a form and manner approved by the Court. During the settlement

1 approval process, the parties intend to participate jointly in a series of public meetings in the COLA areas
2 regarding the terms and conditions of the settlement agreement. Following notice and opportunity for
3 comments or objections, the parties will jointly move the Court for approval of this Stipulation. If this
4 Stipulation is not approved in its entirety, it will be void and of no force or effect whatsoever.

5 16.2 The calendar dates specified in Sections 12, 13, and 15 are based upon Court
6 approval of this Stipulation occurring prior to July 1, 2000, and its judgment becoming final thereafter
7 without delay. To the extent that court approval or final judgment is delayed for any reason, the calendar
8 dates specified in Sections 12, 13, and 15 will be deemed to be deferred by a corresponding amount of time.

9 17. Other Cases.

10 17.1 If this settlement is approved by the Court, the following related cases will be
11 dismissed pursuant to Fed. R. Civ. P. 41, the claims asserted in those cases having been fully and finally
12 resolved by this Stipulation and the judgment in this case:

13 *Angelet et al., v. United States*, 97-1378 DRD (D.P.R.)

14 *Cruz et al., v. United States*, 98-00021 JSU (D. Guam)

15 *Matsuo et al., v. United States*, 97-01418 HDM (D. Haw.)

16 17.2 In the cases of *Alaniz v. OPM*, No. A81-072 (D. Alaska), and *Karamatsu v. United*
17 *States*, No. 224-85C (Fed. Cl.), final judgments approving comprehensive settlements were previously
18 entered and have been fully implemented. At the present time, certain funds continue to be held in the trusts
19 in those cases on account of class members who have never been located. The parties have agreed upon a
20 final plan for the distribution of those trust funds, as set forth in separate stipulations which have been or will
21 be filed in those cases, whereby a portion of those funds will be paid into the Settlement Administration
22 Expense Account established as provided in Exhibit D if this Stipulation is approved by the Court.

23 18. Interpretation and Enforcement.

24 18.1 This Stipulation sets forth the entire agreement of the parties with respect to the
25 subject matter hereof. No modification or addition to this agreement or waiver of any right herein will be
effective unless it is approved in writing by the attorneys for the parties and by the Court. Except as
provided in Subsection 10.4, all of the rights and remedies set forth in this agreement are cumulative and in
addition to all rights and remedies available to any class member under existing or future law. Any waiver of
or failure to enforce any right conferred by law or by this agreement will not constitute or be interpreted as a
waiver of such right under any other circumstances, nor as a waiver of any other right, whether of the same
or a different character.

18.2 In agreeing to the terms of this Stipulation, neither the United States, OPM, the
USPS, nor any other federal agency or entity makes any admission of liability in regard to the administration
of the COLA program.

18.3 This Stipulation is in no way related to, or concerned with, income taxes or other
taxes for which plaintiffs are now liable or may be liable in the future as a result of this Stipulation or
otherwise.

18.4 The parties agree that each party, through its counsel, fully participated in the
drafting of this Stipulation. The rule of law that provides that, in interpreting written instruments,
ambiguities will be construed against the drafting party shall not apply to, or be used to resolve, any dispute
over the meaning or intent of this Stipulation or any of its provisions.

18.5 In the event that a party believes that another party has failed to perform an
obligation required by this Stipulation, the non-breaching party must so notify the breaching party and afford
it a reasonable time to cure the breach prior to initiating any legal action to enforce the Stipulation.

18.6 This Stipulation supersedes all other agreements between the parties, and no prior
agreements or representations shall be binding upon the parties.

1 18.7 The parties agree that the law to be applied in all respects to the application,
2 interpretation, or construction of this Stipulation shall be federal law.

3 18.8 All parties agree to accept the amounts to be paid pursuant to this settlement in full
4 satisfaction of any claim demand, or right, alleged or otherwise, to attorney fees, including Equal Access to
5 Justice fees, and costs or expenses from any party to this Stipulation.

6 18.9 No person or entity is intended to be, shall be, or shall be deemed to be, a third-party
7 beneficiary of this Stipulation for any purpose whatsoever.

8 18.10 This Stipulation may be executed in separate counterparts, each of which shall be
9 deemed the original, but all of which when taken together shall constitute one and the same instrument.

10 18.11 This Stipulation shall be binding and inure to the benefit of the parties and their
11 respective successors and assigns.

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LIST OF EXHIBITS

A Safe Harbor Principles
B Committees
C Interim Rates and Survey Cycle

D Judgment Amount
E Earnings and Residue