



DALLAS, TX AREA LOCAL

2010 Postal Way
Dallas, TX 75212
(214) 631-3162

American Postal Workers Union, AFL-CIO

ATTENTION

NRP EMPLOYEES

NOTICES ARE BEING SENT FROM THE NATIONAL EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIVE SERVICES OFFICE (NEEOISO) POSTAL SERVICE TO EMPLOYEES AFFECTED BY THE NATIONAL REASSESSMENT PROCESS (NRP).

NOTICES ARE ALSO BEING SENT FROM THE ATTORNEYS REPRESENTING SANDRA MCCONNELL IN THE CLASS ACTION EEOC. ASKING YOU IF YOU WISH TO BE REPRESENTED BY THEIR LAW FIRMS.

THESE NOTICES REQUIRE A RESPONSE WITHIN **30 DAYS** OF THE DECISION RENDERED IN THIS CASE. IT IS RECOMMENDED THAT YOU MAIL YOUR CLAIM **NO LATER THAN APRIL 12, 2018.**

YOU MAY LOSE YOUR ABILITY TO MAKE AN INDIVIDUAL CLAIM IF YOU FAIL TO TIMELY FILE.

IF YOU USE THE POSTAL SERVICE FORMS IT IS RECOMMENDED YOU SEEK LEGAL COUNSEL TO ASSIST WITH PAPERWORK. IF YOU CHOOSE TO GO WITH ATTORNEYS THAT PRESENTED IN THE CASE THEN JUST COMPLETE THE FORMS AND RETURN. PLEASE READ RETAINER LETTER. YOU CAN PHONE THEM: (202)898-4800

IF YOU DID NOT RECEIVE THE FORMS YOU CAN ACCESS THEM AT MCCONNELL V. USPS. CLICK 1ST ICON.

FOR INFORMATIONAL PURPOSES ONLY

NOTICE TO INJURED EMPLOYEES

EEOC Decision is Final:

**National Reassessment Program (NRP) Discriminated Against
Injured Workers**

The time is now for all current and former permanent-rehabilitation and limited-duty postal employees who were subjected to the USPS National Reassessment Process (NRP) between May 5, 2006 and July 1, 2011 to file a *timely* claim with the Postal Service to seek monetary damages and other relief.

POWER POINT PRESENTATION

BY

ATTORNEY JERMAINE WATSON

QUESTIONS & ANSWERS

HOW TO STATE A CLAIM

REPRESENTATION

COME JOIN US

FRIDAY, APRIL 6, 2018 @ 11:00 A.M.

AND

SATURDAY, APRIL 7, 2018 @ 11:00 A.M.

2010 POSTAL WAY

DALLAS, TX 75212

CAUTION: The APWU makes no representation about the accuracy or quality of the information being provided by the law firm. The claim form provided by the law firm commits claimants to being represented by these attorneys. Claimants should carefully review the terms of the retainer agreement, including how their chosen representative is paid. Claimants are not required to use a lawyer to make a claim. The APWU cannot endorse the use of any law firm to submit their claims and cannot give legal advice on making claims to the Postal Service or whether to retain legal assistance for any part of the claim process.

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

Retainer Letter

As you may know, we have represented the Class Agent, Sandra McConnell, and the class during the liability phase of this case. We successfully proved that the National Reassessment Process (NRP) discriminated against the class as a whole. Now that liability has been established for the class, each class member needs to submit a claim for damages and other possible relief in order to receive any recovery. We would be happy to represent you in that process. If you agree with the terms of representation set forth below, simply sign and submit the enclosed claim form to USPS, thereby indicating that you agree to our representation of you.

What we will do. We are representing you in order to make a claim for damages and other possible relief in connection with the McConnell class action. We are not representing you for any other purpose.

You understand that our firm is working with the law firm Kator, Parks, Weiser & Harris, PLLC and that both firms are representing you. You also authorize us to associate with or consult with other attorneys as we deem necessary. If we do so, this will not be at any additional cost to you unless we reach an additional agreement in writing. If we do associate with or consult with other attorneys, we will still retain the full authority and responsibility for the direction of litigation under this agreement.

Contingency fees. You do not need to pay us any fee unless you receive a recovery. From any recovery, we will receive **30% of the gross value or amount** as a fee ("Contingency Fees"). The Contingency Fees will be immediately payable from any recovery you receive. You authorize us to take from any recovery the Contingency Fees and forward the remainder of the recovery to you. Additionally, the applicable statute provides that attorney's fees and costs may be paid by the U.S. Postal Service ("Statutory Fees"). This is in addition to any Contingency Fees we may receive pursuant to this agreement. The payment by the defendant of this amount **will not increase or reduce your payment of the Contingency Fees**. If there are Statutory Fees ordered payable directly by the U.S. Postal Service in this case they will be payable to us directly, separate and apart from the Contingency Fees discussed above.

Costs. Because you appear to be a class member in the McConnell case, we are not charging you a minimum fee, and we will advance all costs and expenses of litigation associated with this matter. We may seek recovery of costs directly from the U.S. Postal Service.

Possible settlement. There is a possibility that the U.S. Postal Service may consider settling your individual claim or settling all claims on a class-wide basis. It would be your decision whether or not to settle your individual claim. If class-wide settlement is reached, you will be informed and provided with an opportunity to object to the proposed settlement on your own behalf; settlement on a class-wide basis is subject to approval by a judge after consideration of timely class member objections.

Terminating representation. If you terminate our representation of you, this agreement will entitle us to payment of the Contingency Fees from any recovery you ultimately obtain.

Documents. Once the case is over, we will hold any documents we have retained from your case in our offices for three months. After that, the documents may be sent to an off-site storage facility and can be destroyed five years later. Alternatively, we may choose to store your documents electronically in our office or off-site. If you want any documents, you would need to pay the cost to retrieve and copy them.

Disputes. To the degree there are any disputes between us about this agreement that we cannot resolve, the sole way for such disputes to be resolved is in a confidential arbitration in Monroe County, New York. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules and any judgment on the Award may be entered in any court having jurisdiction.

No guarantees. There are no guarantees about the outcome of your case.

Thank you for retaining us to represent you in your individual claim. A copy of our Client Bill of Rights can be found on the following website: NRPclassaction.com. Please feel free to call us at 585-272-0540 if you have any questions. We look forward to working with you on this matter.

Very truly yours,
THOMAS & SOLOMON LLP

Thomas & Solomon LLP
THE EMPLOYMENT ATTORNEYS

Greetings:

We won our case against the U.S. Postal Service involving the National Reassessment Program (NRP), and **you can now make a claim for money and other relief.** Our records indicate that you are a possible class member in the case. To make your claim, you must submit your claim form by the deadline. You may also have received a notice from the Postal Service regarding making a claim. Even if you have already responded to that notice, we strongly recommend that you submit the suggested claim form enclosed with this letter.

We would also be happy to assist you with filling out the claim form. We can be reached at (585) 272-0540 or toll free at (877) 272-4066. To make a claim, you should:

First, fill out the claim form.

Enclosed is a suggested claim form. We have provided this claim form in order to assist you with submitting a claim to the Postal Service. Please fill out the form completely, check any applicable boxes and sign it. There is space on the form for you to describe any harassment you experienced as a result of the NRP and the harm it caused you. You may attach additional pages if you need them.

The claim form also states that you would like our firm, and the law firm Kator, Parks, Weiser & Harris, PLLC to represent you in making your claim for damages. The terms of our representation are set forth in the enclosed retainer letter. If you do not want us to represent you, please indicate that on the form.

Second, mail the claim form to the Postal Service and to our office within 30 days of your receipt of any Notice from the Postal Service about this case. Our suggestion is that you mail your claim no later than April 12, 2018.

It is imperative that you mail your claim form to the Postal Service by the deadline, or **you may lose your ability to make an individual claim.** We have enclosed an addressed envelope to the Postal Service for you to submit your claim. The address the form needs to be mailed to: NEEOISO c/o MSI, P.O. Box 3787, Greenwood Village, CO 80155. **Please note that you need to place appropriate postage on the envelope going to the Postal Service.**

Please also send us a copy of your claim to assist us with the case, including to help us to represent you (unless you have indicated otherwise). There is a second envelope enclosed for that purpose, which is addressed and postage paid. **You should also keep a copy of the completed and signed claim form for your own records.**

The Postal Service will then have a period of time to decide whether to accept your claim. In the event the Postal Service does not accept your claim, to the extent you have chosen to have us represent you, we can assist you with challenging that determination.

Additional information about the case and the claims process is available at NRPclassaction.com. If you have any questions, please do not hesitate to contact our office at (585) 272-0540 or toll free at (877) 272-4066.

CLAIM FOR INDIVIDUAL RELIEF

Mail Form to: NEEOISO c/o MSI
PO Box 3787
Greenwood Village, CO 80155

Name (Last, First, Middle Initial)

USPS Employee ID

Mailing Street Address

Daytime Telephone Number

City, State, ZIP

E-mail Address

I hereby submit this sworn Claim for Individual Relief in this matter. I am a Class Member in this case, and I understand that I was subjected to evaluation under the National Reassessment Program (NRP) between May 5, 2006 and July 1, 2011. It is also my understanding that USPS has records reflecting: that the USPS reviewed me and my job as part of the NRP process; that I suffered from a physical or mental impairment that substantially limited one or more of my major life activities; that I satisfied the requisite skill, experience, education and other job-related requirements of the USPS position in which I worked; and the impact on my employment from the NRP (including losses in the terms, conditions, privileges, and benefits of employment). I hereby authorize and direct the USPS to access applicable NRP records, management/HR records, and Injury Compensation records to provide additional evidence regarding my Claim, and to provide a copy of all such records to me and my representative.

I was harmed by the NRP as a result of being subjected to an unlawful medical inquiry. I was harmed by the NRP as a result of having my confidential medical information accessed by unauthorized persons. I was subject to harassment and/or disparate treatment under the NRP, and this caused me additional harm.

- By checking this box, I indicate that the NRP **reduced my pay, benefits, or work hours.**
- By checking this box, I indicate that I was **forced to leave employment** from the USPS by my own separation, retirement or resignation because the NRP and its consequences made my working conditions so difficult that a reasonable person in my position would have felt compelled to separate, resign or retire.

Some examples of how I was harassed during the NRP process and/or the harm that the NRP caused me include:

I seek individual relief: all pay and benefits that I lost or will lose as a result of the NRP, plus appropriate reinstatement of my employment and accommodations, plus \$300,000.00 in compensatory damages, plus attorney fees and costs. Damages include stress, anxiousness, embarrassment, inconvenience, mental anguish, loss of enjoyment of life, reputation issues, health issues, emotional pain, suffering, and other non-monetary losses.

I reserve the right for myself, or my representative, to amend, correct, and/or supplement this submission.

With my signature below, unless I indicate otherwise in writing with this document, I designate Class Counsel – the law firms of Thomas & Solomon (693 East Ave, Rochester NY 14607; 585-272-0540), and Kator, Parks, Weiser & Harris (1200 18th St NW #1000, Washington DC 20036) – to represent me in my Claim. With my signature below, unless I indicate otherwise in writing in this document, I have accepted the legal representation from Class Counsel under the terms of the retainer agreement that the law firms sent to me. I request that all correspondence, pleadings, documents and all other items in this matter be provided to my representative.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on: _____
Date

Signature