

CLAIM AND RELEASE FORM

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

David McCollum v.

Peter P.M. Buttigieg, Department of Transportation (Federal Aviation Administration)

Agency No. 5-04-5026

EEOC No. 450-2007-00109X, 310-2004-00322X

INSTRUCTIONS FOR COMPLETING CLAIM AND RELEASE FORM

1. GENERAL

1.1 This Claim and Release form is for class members in the action entitled *David McCollum v. Peter P. M. Buttigieg, Department of Transportation (Federal Aviation Administration)*, Agency No. 5-04-5026; EEOC No. 450-2007-00109X, 310-2004-00322X, and all individual claims subsumed thereunder (the “Action”).

1.2 To recover as a member of the Settlement Class in the Action, you must be a member of the class or the legal beneficiary of a member of the class (if the class member is deceased or a trustee of a member of the class (if the class member is in bankruptcy) and you must fully complete and sign this Claim and Release Form. If you fail to timely submit a fully completed, signed and properly addressed Claim and Release Form, you will be precluded from any recovery from the Settlement Fund. You agree to furnish additional information to the Settlement Administrator to support this claim if requested to do so. You are advised in writing to consult with an attorney prior to signing this release. Counsel representing the class may be contacted at:

NORWOOD & ATCHLEY
Jeffery L. Atchley
254 Court Ave., 2nd Floor
Memphis, TN 38103
Telephone (901) 832-6760
jeffatchley@gmail.com

NICHOLS KASTER, PLLP
Matthew H. Morgan
Rachhana T. Srey
Reena I. Desai
Laura Baures
80 South 8th Street, Suite 4700
Minneapolis, MN 55402
Telephone: (612) 256-3200
faasettlement@nka.com

1.3 The deadline to submit a Claim and Release Form is **June 1, 2023**. This means you must electronically submit your fully completed and signed Claim and Release Form via email, fax, or through the Settlement Administrator’s website by June 1, 2023, OR mail your fully completed and signed Claim and Release Form post-marked on or before June 1, 2023 addressed to:

McCollum v. FAA Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA, 92606
Email: McCollumFAA@cptgroup.com
Website: ATCSsettlement.com
Telephone: 1-888-412-2847
Fax: 1-949-419-3446

THIS CLAIM MUST BE SUBMITTED BY THE SETTLEMENT CLASS MEMBER OR, IF THE CLASS MEMBER IS DECEASED, THE LEGAL BENEFICIARY OF SUCH CLASS MEMBER, OR IF THE CLASS MEMBER IS IN BANKRUPTCY, THE TRUSTEE OF THE CLASS MEMBER'S ESTATE. Beneficiaries, executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of the class member they represent and, they must submit documentation of their authority and state their titles or capacities with this Claim and Release Form. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the class member may be used in verifying the claim. Failure to provide the foregoing information could delay verification of a claim or result in rejection of a claim.

2. WHO IS QUALIFIED FOR A PAYMENT

2.1 The class complaint alleges age discrimination against members of the PATCO Inventory in selection for Air Traffic Control Specialist jobs. The Settlement Class is defined as "Those PATCO Inventory applicants who were not selected for Terminal and En Route Air Traffic Control Specialist vacancies (at their preferred locations) between September 16, 2003 and October 31, 2012. 'Preferred locations' refers to the locations identified by the PATCO Inventory applicant as ones for which they would like to be considered for ATCS employment."

2.2 If you are NOT a member of the Settlement Class (as defined above), then you are not eligible for any payments from the Settlement Fund in this Action.

3. If you are a member of the Settlement Class and you did not timely and validly file a claim in federal court raising the same allegations as in the Action, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A CLAIM AND RELEASE FORM.

4. PLEASE DO NOT CONTACT THE ADMINISTRATIVE JUDGE OR THE EEOC WITH QUESTIONS ABOUT THIS CLAIM AND RELEASE FORM.

5. For questions or information about this Claim and Release Form, please contact:

McCollum v. FAA Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA, 92606
Email: McCollumFAA@cptgroup.com
Website: ATCSsettlement.com
Telephone: 1-888-412-2847
Fax: 1-949-419-3446

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PART I: CLAIMANT IDENTIFICATION

Class Member's Full Name (First, Middle, Last)

Class Member's Full Name at Time of Application (if different) (First, Middle, Last)

Address Line 1

Address Line 2

City

State

Zip Code

Country Name

Email

Telephone Number (Work)

Telephone Number (Home)

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter your Social Security Number (SSN): ___ - ___ - _____

Print name as shown on your income tax return if different from <<EmployeeName>>:

Under penalty of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am a U.S. person (including a U.S. resident alien). Please check one:
 YES NO

Print Legal Name: _____

Address: _____

City, State, and Zip code: _____

Your information will not be shared, and is solely for tax reporting purposes pertaining to this settlement distribution

PART II: CLASS MEMBER OR LEGAL BENEFICIARY

2.1 I hereby certify that I am a Class Member, as defined above, or have a legal right to a Class Member's share of the Settlement Fund.

2.2 I hereby warrant and represent that I have included all information relevant to my claim in this form and such information is accurate.

2.3 I understand that if I timely return this Claim and Release Form, I will be entitled to the pre-tax amount of <<\$Total Gross Allocation>> as my share of the Settlement Fund.

2.4 I understand that my share of the Settlement Fund was calculated using a uniform, non-discretionary formula, outlined in the Notice of Resolution previously provided to me, that considered:

- (1) whether the Class Member was still in the PATCO Inventory during the October 2006 through approximately October 2012 period in which the Administrative Judge found a pattern or practice of age discrimination;
- (2) projected lost wages and benefits using uniform assumptions;
- (3) any mitigating compensation the Class Member earned;
- (4) whether the Class Member believes he or she would have been medically cleared to control air traffic;
- (5) whether the Class Member was convicted of a felony, rendering them ineligible for rehire; and
- (6) a minimum allocation of \$10,000.00 applied to Class Members who remained in the Inventory as of October 2006 and later, and a minimum allocation of \$1,000.00 for Class Members who were removed from the Inventory prior to October 2006.

Specifically, for Factor #1, the allocation formula divides the class members into two groups. Group 1 consists of class members who remained in the Inventory as of October 2006 and later according to Agency records. Group 2 consists of class members who were removed from the Inventory prior to October 2006 according to Agency records. For Factor #2, a formula using uniform assumptions for date of rehire, facility level, pay, and retirement date, will be applied within each Group. For each Group, the model assumes that each class member was rehired into a Level 10 facility on the start date of that Group's recovery period and retired 12 years later. The uniform tenure and facility level inputs were derived from the age of the overall class and actual hiring data the Agency provided. For each year in the recovery period, each Group's class members are assigned a uniform projected earnings figure. These annual pay amounts consider ATC pay bands, annual promotions, annual raises and locality bonuses. For Factor #3, the formula accounts for information collected on the class member's Questionnaire form. Average compensation reported by the class member will be deducted from the formula's projected lost wages assumption, Factor #2. Further, the formula assumes that a uniform percent of average compensation will be attributed to benefits and such amounts will be deducted from the loss benefits calculation. The model also assumes little to no lost wages or benefits beginning the year the class member reported they believe they would not have been medically cleared to control air traffic for Factor #4. Similarly, for Factor #5, the model assumes little to no lost wages or benefits beginning the year the class member was convicted of a felony.

Information relevant to Factors (3) through (5) was collected from each Class Member through a Questionnaire. Regardless of factors (1) through (5), pursuant to factor (6), at a minimum, each class member who remained in the PATCO Inventory as of October 2006 and later will be eligible for a minimum allocation of \$10,000.00, and each class member who was removed from the PATCO Inventory prior to October 2006 will be eligible for a minimum allocation of \$1,000.00.

The actual amount distributed to each Class Member will depend on the total number of Class Members participating in the Settlement and the settlement amounts awarded to other Class Members. Class Counsel anticipates that Group 2 class members' claims, which were dismissed by the Administrative Judge's certification decision or her decision on liability and because of additional significant risks on appeal, will be discounted between 80-90% relative to Group 1 class members' claims. The exact amount of each person's claim will depend on the number of class members returning both the Questionnaire Forms and Claim and Release Forms. Any unclaimed funds, such as amounts allocated to class members who do not return a Claim and Release Form after the settlement is approved will be reallocated to class members who do submit a Claim and Release Form.

2.5 I understand that if I timely submitted a Questionnaire that was sent to me with the Notice of Resolution, that the information I provided was considered in calculating my settlement share.

2.6 I hereby warrant and represent that I have not submitted any other claim in the Settlement of the Action and know of no other person having done so on my behalf.

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YOU MUST READ THE RELEASE. YOUR SIGNATURE ON PAGE 8 WILL CONSTITUTE YOUR
ACKNOWLEDGEMENT OF THE RELEASE.

PART III: RELEASE

3.1 I, together with each and all of my representatives, heirs, successors and assigns hereby acknowledge full and complete satisfaction of the “Released Claims” against the “Released Parties.”

3.2 I, together with each and all of my representatives, heirs, successors and assigns hereby full, finally, unconditionally, irrevocably waive, release, discharge, and forever settle the “Released Claims” against the “Released Parties.”

3.3 The “Released Parties” include the Department of Transportation, the Federal Aviation Administration, the United States Government, and all present or former employees, officers, agents, attorneys of any of them.

3.4 The “Released Claims” mean all claims of unlawful discrimination (including claims for age discrimination) arising out of the non-selection or non-hire for ATCS position(s) at the Agency from September 16, 2003 to October 31, 2012, that the Class Member has as of date of signing of this Claim and Release Form, against the Agency and/or its officers, employees or agents, in their individual and/or official capacities, and/or against the Agency’s benefits programs, including but not limited to the Thrift Saving Plan and CSRS, FERS or any other pension plans. The Released Claims include all such claims, whether known or unknown, disclosed or undisclosed, foreseen or unforeseen, suspected or unsuspected, vested or unvested, absolute or contingent, asserted or could have been asserted but were not asserted. The claims released include, but are not limited to: (a) discrimination claims under an anti-discrimination statute, including but not limited to the Age Discrimination in Employment Act of 1967 (ADEA), Title VII of the Civil Rights Act of 1964, § 1981 of the Civil Rights Act of 1866, the Equal Pay Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, and the Genetic Information Nondiscrimination Act of 2008; (b) claims to attorneys’ fees or other indemnities; and (c) claims for damages and/or equitable relief of every nature, including but not limited to back pay, front pay, reinstatement, instatement, benefits, emotional distress, and other compensatory damages, damage to reputation, liquidated damages, penalties, interest, and punitive damages, arising out of the non-selection or non-hire for ATCS position(s) at the Agency from September 16, 2003 to October 31, 2012. For purposes of their Age Discrimination in Employment Act of 1967 claim only, each Class Member releases all known and unknown claims for age discrimination (inclusive of the Older Workers Benefit Protection Act (OWBPA)) asserted in the class complaint of discrimination up to the date of the signing of this Claim and Release Form.

3.5 The release does not include: (i) any claims that the law does not permit the Class Member to release by private agreement, (ii) claims for already vested benefits (except already denied benefits) under any employee-benefit plan governed by ERISA, (iii) any rights or claims that arise after the signing of the settlement agreement (for claims of the class) and after the signing of the claim and release form (for claims of individual class members), or (iv) the class’s right to enforce this Agreement. The release does not apply to any class members who timely file their claim in federal court.

3.6 I agree and acknowledge that this Agreement waives all claims of unlawful discrimination as identified in paragraph 3.4, arising out of my non-selection or non-hire for ATCS position(s) at the Agency from September 16, 2003 to October 31, 2012, that I have as of the date of signing this Claim and Release Form that were or could have been brought in this case against the Released Parties.

3.7 I agree and acknowledge that a monetary payment is provided to me as full consideration pursuant to the terms of the Settlement Agreement and the claims resolution process provided for therein.

3.8 I agree and acknowledge that I have the full legal right to sign this Claim and Release Form on behalf of myself or of the Class Member.

3.9 I agree and acknowledge that if I timely return this completed Claim and Release Form but I file a lawsuit in federal court, my Claim and Release Form will be void and I will not receive a payment in this Settlement.

BY SIGNING THIS RELEASE, I ACKNOWLEDGE AND AFFIRM THAT:

(1) I HAVE CAREFULLY READ AND UNDERSTAND THIS ENTIRE DOCUMENT;

(2) I AM COMPETENT TO READ AND SIGN THIS RELEASE;

(3) I HAVE BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS RELEASE;

(4) NO PROMISES OR INDUCEMENTS HAVE BEEN MADE TO ME EXCEPT AS SET FORTH IN THIS RELEASE, AND THAT I HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND BY ITS TERMS;

(5) I HAVE BEEN AFFORDED A TIME PERIOD OF AT LEAST TWENTY-ONE (21) DAYS TO REVIEW THIS RELEASE WITH LEGAL COUNSEL OF MY CHOICE AND HAVE DONE SO IF I CHOSE TO DO SO; AND

(6) IF I TAKE FEWER THAN 21 DAYS TO CONSIDER AND EXECUTE THIS RELEASE, I DO SO VOLUNTARILY, WITH THE UNDERSTANDING THAT I WILL BE ACCELERATING ITS EFFECTIVE DATE.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING INFORMATION SUPPLIED BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this ____ day of ____, in ____ (City), ____ (State/Country)

Signature of Claimant

Print Name of Claimant

Date

If Claimant is not the person completing this form, the following must also be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person(s) Signing (e.g., Executor, Administrator)