

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	
)	
_____)	

**ORDER GRANTING JOINT MOTION TO
PROVISIONALLY ENTER THE SETTLEMENT AGREEMENT AND
SCHEDULE FAIRNESS HEARING**

Upon consideration of Plaintiff United States of America and Defendant Commonwealth of Pennsylvania and Pennsylvania State Police’s Joint Motion to Provisionally Enter the Settlement Agreement and Schedule Fairness Hearing (“Joint Motion”) (Doc.185), the Settlement Agreement, and the materials submitted to the Court in connection with the Joint Motion, it is hereby ORDERED that the Joint Motion is GRANTED, and that the Settlement Agreement is PROVISIONALLY APPROVED AND ENTERED.

It is FURTHER ORDERED that a Fairness Hearing on the Terms of the Consent Decree is set for 10:00 am on August, 2021 via WebEx Video.

The Fairness Hearing will take place via *WebEx* and can be accessed by clicking on the following link, *https://us-courts.webex.com/us-courts/j.php? .*

MTID=m48e6c6622bbe7234bd84b160752beeac

or calling 650-479-3207 (US/Canada); Access code: 160 454 3153

SO ORDERED.

DATED: April 26, 2021

S/Sylvia H. Rambo

The Honorable Sylvia H. Rambo
United States District Judge

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SETTLEMENT AGREEMENT

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This action was brought by the United States of America against Defendants Commonwealth of Pennsylvania and the Pennsylvania State Police to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended (“Title VII”). The Court has jurisdiction of this action under 42 U.S.C. § 2000e-6.

The Complaint alleges that Defendants have engaged in unlawful employment practices since 2003 by utilizing two physical readiness tests when hiring for the position of Trooper that have had a disparate impact on female applicants in violation of Section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a). The Complaint also alleges that these tests are not job-related and consistent with business necessity. *See id.* at § 2000e-2(k). Defendants deny the allegations.

The Parties desire to settle this action without the burden of additional protracted litigation. They agree to entry of this Agreement as final and binding as to the issues raised in the Complaint. Based on more than four years of litigation, during which each side has taken ample discovery to evaluate the merits of the claims and defenses, the Parties agree that the Agreement is fair, reasonable, adequate, and consistent with federal law. The relief required by the Agreement is a compromise. It does not exceed make-whole relief to the individuals harmed by the challenged practices.

The Agreement does not constitute an admission of liability by Defendants.

The terms of the Agreement are as follows:

I. PARTIES

1. The “Parties” to this Agreement are the United States of America (“United States”), by the United States Department of Justice, and the Commonwealth of Pennsylvania and the Pennsylvania State Police (collectively “PSP” or “Defendants”).

II. PURPOSE OF THE AGREEMENT

2. The purpose of this Agreement is to resolve this case on terms that are fair to ensure that:
 - a. Defendants do not use a Physical Test that has an adverse impact on female applicants for the position of Trooper, unless it comports with Title VII by being job-related and consistent with business necessity and otherwise satisfying the requirements of 42 U.S.C. § 2000e-2(k); and
 - b. Defendants provide appropriate relief to persons who have been denied a job as a Trooper on the basis of sex because of the employment practices challenged by the United States in this case.

III. DEFINITIONS

3. The “2003 PRT” means the physical readiness test an individual had to

complete between May 14, 2003, and April 26, 2009, as part of the Cadet Selection Process to receive an appointment as a cadet to PSP's Academy. It consists of five separate tests, each with its own passing cutoff score as follows:

Test	Applicable Standards
Vertical Jump	14 Inches
300 Meter Run	67 Seconds
Sit-ups	30 Repetitions, 1 minute
Push-ups	13 Repetitions (no time limit)
1.5 Mile Run	16 Minutes, 54 seconds

4. The "2009 PRT" means the physical readiness test an individual has had to complete, since October 17, 2010, as part of the Cadet Selection Process, to receive an appointment as a cadet to PSP's Academy. It consists of five separate tests, each with its own passing cutoff score as follows:

Test	Applicable Standards
Vertical Jump	14 Inches, 3 attempts
Illinois Agility Run	23.5 Seconds, 2 attempts
300 Meter Run	77 Seconds
Push Ups	13 Repetitions (no time limit)
1.5 Mile Run	17 Minutes, 48 seconds

5. "Academy" means the Pennsylvania State Police Academy, which has an approximately six-month-long residential training program for individuals who successfully complete the Cadet Selection Process. Cadets who graduate

from the Academy become Troopers.

6. “Back Pay” means wages lost as a direct result of the Defendants’ decision not to hire a Claimant.
7. “Back Pay Compensation” means the lump sum payment from the Qualified Settlement Fund that Claimants will receive in lieu of actual lost back pay.
8. “Cadet Selection Process” means the process used by PSP to appoint applicants for Trooper positions to the Academy. The Cadet Selection Process consists of qualifying examinations (written and oral), a background investigation, a physical readiness test,¹ a urinalysis drug screening, a medical evaluation, a polygraph examination, and a psychological evaluation.
9. “Class member” means a female applicant for a PSP Trooper position who failed the 2003 PRT or the 2009 PRT at least once before the Date of Signature, and who is eligible for relief under this Agreement.
10. “Claimant” means a Class member who submits a claim in accordance with Section VIII of this Agreement.
11. “Date of Final Approval” means the date on which the Court enters the Agreement as final in an order at or after the Fairness Hearing as set forth in

¹ The physical tests challenged in this lawsuit have been alternately referred to as physical readiness tests (“PRTs”) and physical fitness tests (“PFTs”). For simplicity, the Parties refer to those tests throughout this Agreement as PRTs.

Paragraph 78 of this Agreement.

12. “Date of Signature” means the first date the Agreement has been signed by all Parties.
13. “Days” means calendar days, except where the Agreement specifies business days. “Days” does not include the final day of a deadline if the day falls on a weekend or federal holiday.
14. “Longevity Date” is the date from which PSP ordinarily calculates a Trooper’s length of service, including for purposes set forth under applicable law and applicable collective bargaining agreements. It corresponds with the date an individual commenced work as a Trooper upon graduation from the Academy.
15. “Fitness Test” means the gender and aged-normed Cooper Fitness Test agreed upon pursuant to this Agreement that replaces the 2009 PRT.
16. “Physical Test” means the procedure used during the Cadet Selection Process, such as the 2003 PRT and the 2009 PRT, that requires an applicant to complete one or more readiness or fitness measurements, tasks, or actions that purport to measure a physical ability, strength, agility, or endurance.
17. “Presumptive Hire Date” means the Longevity Date a Class member would have had if she had been hired as a Trooper following her first unsuccessful effort to pass the PRT.
18. “Priority Hire” means a Claimant who is qualified and eligible for priority

hiring relief, and, upon completing the Academy, is hired by Defendants as an entry-level state trooper and is credited with retroactive seniority and an “Employment Payment” in lieu of retroactive pension benefits, as set forth in Sections VII.A, B and E.

19. “Priority Hire Relief” means the opportunity for a Claimant to participate in the Cadet Selection Process, and for those who graduate the Academy, an award of Retroactive Seniority and an employment payment in lieu of pension benefits.
20. “Employment Payment” means the lump sum payment from the qualified settlement fund that a Priority Hire will receive in lieu of retroactive pension benefits.
21. “Retroactive Seniority” means using the Presumptive Hire Date as the Longevity Date for the purposes specified in this Agreement.

IV. MONETARY SETTLEMENT AMOUNT

22. Defendants shall pay \$2,200,000.00 in monetary relief, to provide the monetary awards set forth in Section VII as well as any related employer-side taxes. Defendants shall deposit this \$2,200,000 in an interest-bearing account (“Settlement Fund”) within 30 Days after the Date of Signature at a bank backed by the Federal Deposit Insurance Corporation. Defendants shall give

the United States written notification of the deposit. Pursuant to Court approval described in Section IX herein, no later than 15 days after the Date of Final Approval of the Decree, Defendant shall transfer these funds to a Qualified Settlement Fund for distribution in accordance with Section VII. All relief requested by the United States is payable only by this \$2,200,000 and no other funds will be made available by Defendants to the United States for any other relief stemming from this lawsuit.

V. PROHIBITIONS

A. Prohibition against Retaliation

23. To the extent prohibited by Title VII, Defendants shall not discriminate against any individual because he or she participated in the United States' investigation of the Pennsylvania State Police, participated in litigation of this case, opposed the employment practices challenged in the Complaint filed in this action, or sought or received a benefit under this Agreement.

B. Prohibition on Use of 2003 PRT and 2009 PRT

24. Defendants shall not use the 2003 PRT or the 2009 PRT as part of the Cadet Selection Process.

C. Prohibition against Use of Physical Test that Violates Title VII

25. Defendants shall not use a Physical Test that has a disparate impact on the basis of sex unless it is job-related and consistent with business necessity and

otherwise satisfies the requirements of 42 U.S.C. § 2000e-2(a) & 2(k).

VI. USE OF FITNESS TEST

A. New Physical Fitness Test

26. The Parties agree that as of the Date of Signature, PSP will use the gender and age-normed Cooper Physical Fitness Test (“Cooper Test”) for any physical assessment of candidates required before entering the Academy. Defendants shall ensure that the Cooper Test imposes an equal burden of compliance on men and women, *see Bauer v. Lynch*, 812 F.3d 340 (4th Cir. 2016), in accordance with 42 U.S.C. 2000e-2(l).

B. Reporting to the United States

27. For the duration of this Agreement, if Defendants propose to change or modify the events or the percentile norms used in the administration of the Cooper Test, Defendants shall provide written notice to the United States at least sixty (60) Days prior to the intended effective date of the change or modification. The written notice shall include: all information and documentation related to the proposed change or modification as well as a disparate impact analysis.
28. The United States may object to the proposed change or modification by written notification to Defendants within thirty (30) Days of receipt of the written notice set forth in Paragraph 27. If the United States does not object, Defendants may implement the proposed change or modification. If the

United States objects, then Defendants may not implement the proposed change until the objection is withdrawn or resolved pursuant to Section XI.

VII. INDIVIDUAL RELIEF

29. Pursuant to procedures in this Section and Section VIII, Claimants who have never been selected and invited by Defendants to attend the Academy will receive an opportunity to reenter the Cadet Selection Process for Academy admissions; all Claimants will receive Back Pay Compensation; and Claimants who meet eligible criteria specified in this Agreement and graduate from the Academy will receive retroactive seniority and an Employment Payment as described in Section VII.E.

A. Priority Hiring Relief

30. Each Claimant shall be invited to reenter the Cadet Selection Process if: (a) the Claimant was not previously selected and invited to attend the Academy, (b) the Claimant states on the Claimant's Interest-in-Relief Form (Part I, Paragraph 4, *see* Appendix A, page 5 of 7) that the Claimant desires to reenter the Cadet Selection Process, and (c) the Claimant satisfies the eligibility requirements that apply to all other applicants for Cadet positions, with the exception of the Pennsylvania residency and driver's license requirements, which shall apply only after the Claimant graduates from the Academy.

31. Claimants will receive the same advance notice of the date, time, and location

of the Fitness Test processing as is given to other applicants invited to the Fitness Test processing, which is at least three months.

32. Claimants who accept Defendants' invitation to reenter the Cadet Selection Process shall have an opportunity to complete the Cadet Selection Process before Defendants appoint any applicant to the first Academy class that Defendants fill using the Fitness Test after final approval of this Agreement.
33. Claimants who accept Defendants' invitation to reenter the Cadet Selection Process will not have to take the written and oral examinations in the Cadet Selection Process, if they have successfully completed the written and oral examinations during a prior Cadet Selection Process.
34. Defendants shall place the names of Claimants who successfully complete the new Cadet Selection Process on a list ("Priority Hire List") in the order in which Claimants failed the 2003 PRT or 2009 PRT. Defendants shall update the Priority Hire List on a rolling basis.
35. Defendants shall make up to 65 Priority Hires of Claimants eligible for Priority Hire Relief for the position of entry-level state trooper.
36. Defendants shall appoint Claimants to Academy cadet classes in the order in which they appear on the Priority Hire List, appointing all Claimants from the Priority Hire List to the first Academy held after the Fitness Test is first administered after Date of Final Approval, except that such Claimants shall

not comprise more than forty percent of any Academy class. If the Priority Hire List is not exhausted after the first Academy, Defendants shall make any remaining appointments from the Priority Hire List to the next Academy until either the Priority Hire List is exhausted, or 65 Priority Hires have been made, whichever occurs first.

37. Defendants shall provide Priority Hire Relief to the Claimants who graduate from the Academy by using the Claimant's Presumptive Hire Date as defined in Paragraph 42 as the Claimant's Longevity Date.

B. Retroactive Seniority for Priority Hires

38. The Retroactive Seniority awarded by this Section shall be used by Defendants to determine Claimants' compensation rate and rate of accrual for all types of leave (e.g., annual, personal, and sick leave). Defendants shall not use Retroactive Seniority in situations where a higher seniority level gives an employee a competitive advantage over a lower seniority level employee, except that for each Claimant who graduates from the Academy, Defendants shall use the Claimant's Presumptive Hire Date instead of her Longevity Date for the purpose of determining her first post-Academy station assignment as compared to assignments to others from the same Academy graduating class.

C. Retroactive Seniority for Claimants who are Employed by Defendants on the Date of Signature

39. No later than the deadline for making Back Pay Compensation payments set forth in Section VIII, Defendants shall provide Retroactive Seniority to all Claimants who were employed by Defendants on the Date of Signature by using their Presumptive Hire Dates as their Longevity Dates, where such application benefits the Claimant.

D. Back Pay Compensation

40. Pursuant to the terms of the claims process in Section VIII, Defendants, through the Qualified Settlement Fund Administrator, shall distribute \$1,825,000, plus any interest from the Settlement Fund, for Back Pay Compensation, to Claimants, inclusive of the related employer-side taxes (“Back Pay Compensation Fund”).
41. Each Claimant shall receive a pro rata share of the Back Pay Compensation Fund as determined by the United States to account for lost wages from the Claimant’s Presumptive Hire Date through the earlier of the Date of Signature or the Claimant’s Longevity Date.
42. Each Claimant’s Presumptive Hire Date will be based on the mean Academy graduation date for the Class members who failed the PRT in each year between 2003 and 2019. The dates are as follows:

<u>Year Failed PRT</u>	<u>Presumptive Hire Date</u>
2003	July 15, 2004
2004	October 18, 2005
2005	November 7, 2006
2006	October 19, 2007
2007	November 30, 2008
2008	February 2, 2010
2009	July 5, 2011
2010	December 30, 2011
2011	March 23, 2013
2012	April 20, 2014
2013	December 16, 2014
2014	May 22, 2015
2015	July 3, 2016
2016	March 3, 2018
2017	N/A
2018	N/A
2019	April 24, 2020

43. A Claimant's pro rata share of the Back Pay Compensation Fund shall be calculated by the United States taking into account the number of months between (i) each Claimant's Presumptive Hire Date and (b) the Date of Signature or, for Claimants who are PSP Troopers on the Date of Signature, the Claimant's Longevity Date.
44. Defendants, through the Qualified Settlement Fund Administrator, will withhold applicable employee-side taxes from Back Pay Compensation payments and will pay all applicable employer-side taxes related to the Back Pay Compensation payments from the Settlement Fund. The referenced

employer-side and employee-side taxes are included in the Settlement Fund.

45. Subject to any changes to employer-side tax rates that may apply, the minimum amount of Back Pay Compensation payment for each Claimant, based on Presumptive Hire Date, is set forth in Appendix E.

E. Employment Payment in Lieu of Retroactive Pension Benefits

46. Defendants shall pay, from the \$375,000 set aside within the Qualified Settlement Fund, an Employment Payment in the amount of \$5,000, less any applicable taxes to (1) each Claimant who is hired as a Priority Hire; and (2) each Claimant whose Longevity Date on the Date of Signature is earlier than the Date of Signature and who is employed by Defendants as of the Date of Signature, and who is otherwise entitled to Back Pay Compensation. The Employment Payment shall be reduced, if necessary, to ensure it is no greater than make-whole relief.

F. Monies Remaining

47. Any money that remains in the Settlement Fund at the conclusion of the monetary distribution processes shall be distributed to the Claimants as additional Back Pay Compensation. The distribution shall be on a pro rata basis, using the methodology set forth in Paragraph 43.

VIII. INTEREST-IN-RELIEF PROCESS AND CLAIMS PROCEDURE

A. Claims Administrator

48. The Defendants shall contract for the services of a Claims Administrator to perform the duties specified in Sections VII-VIII under the control and supervision of the United States and the Defendants.

B. Process for Individual Claims

a. Solicitation of Interest-in-Relief Forms

49. Within thirty (30) Days after the Date of Final Approval, Defendants shall provide the Claims Administrator with a list of the names of all Class Members (“Class Member List”). Defendants shall indicate on the Class Member List the date(s) each Class Member failed the 2003 or 2009 PRT, whether the Class Member is employed with PSP, and each Class Member’s last known email, United States Postal Service addresses, and last known telephone number.

50. Within fourteen (14) Days following receipt of the Class Member List, the Claims Administrator shall send each Claimant by email (if known) and First-Class Mail a copy of a Notice of Final Approval of Settlement and an Interest-in-Relief Form, in the formats shown in Appendix A to this Agreement.

51. The Claims Administrator will conduct a reasonable search for alternative mailing addresses for any Claimant whose mailed notice is returned as

undeliverable and for whom the Claims Administrator receives no confirmation of email receipt. The Claims Administrator promptly will re-mail the notice and Interest-in-Relief Form to the alternative address(es) for that Claimant, using First-Class Mail.

52. Within twenty-one (21) Days of the mailing of the notices required by Paragraph 50, the Claims Administrator shall provide the United States and Defendants with a revised Class Member List that indicates for each Class Member whether the Administrator has proof of delivery. The Administrator will promptly provide the parties with copies of receipts from its mailings upon the request of any party.

b. Completion and Return of Interest-in-Relief Forms

53. Only Claimants will receive individual relief. A Class Member becomes a Claimant by timely submitting a completed Interest-in-Relief Form to the Claims Administrator within twenty-one (21) Days from the date the form is mailed to the Class Member via United States mail. A Claimant will receive only the type(s) of relief she requests on her form, and only if she is eligible for that relief.
54. The United States in its sole discretion may extend the deadline in Paragraph 53 on an individual basis for good cause shown.
55. The earliest date the Interest-in-Relief Form is emailed, mailed, or otherwise

tendered by the Claimant to the Claims Administrator shall be the date of return of the Interest-in-Relief Form. If an Interest-in-Relief Form is sent by U.S. mail without postmark or with an illegible postmark, the date of return of the mailed form will be five (5) Days before the date of receipt.

56. As soon as practicable upon receipt of an Interest-in-Relief Form, the Claims Administrator will forward copies of the form to the United States and to Defendants using email addresses provided by the Parties for this purpose.

c. Individual Relief Determinations

57. The United States shall determine each Claimant's entitlement to individual relief provided under this Agreement.
58. The United States shall provide Defendants with a list of its determinations within one hundred twenty (120) Days after the Date of Final Approval.
59. Defendants may object to any of the United States' relief determinations within fourteen (14) Days after receiving them by informing the United States of their objection in writing, specifying the reason for each objection. Relief determinations that are not subject to a timely objection by Defendants are final.
60. The Parties shall promptly attempt to reach agreement on all objections. Determinations on which the Parties disagree after their settlement efforts shall be submitted to the Court for resolution pursuant to Section XI.

61. No later than seven (7) Days after all individual relief determinations are resolved, the Claims Administrator shall provide to the Parties an “Individual Relief Awards List” that includes each Claimant’s name, Social Security number, mailing address, email address, Presumptive Hire Date, Back Pay award, eligibility to participate in the new Cadet Selection Procedure, and Longevity Date, if the Claimant was employed as a PSP Trooper on the Date of Signature.
62. No later than seven (7) Days after receiving the Individual Relief Awards List from the Administrator, the United States shall approve, or correct and approve, the list, and the list shall become final.

d. Acceptance and Provision of Relief

63. No later than seven (7) business days after receiving the final Individual Relief Awards List from the United States, the Claims Administrator shall provide notice to each Claimant on the list. The notice shall be via email to the last known email address of the Claimant with confirmation of receipt and opening requested. For Claimants who stated a desire to do so during the Interest-in-Relief Form process, the notice will include an invitation to participate in the new Cadet Selection Process. For all Claimants, the notice shall include the Notice of Award(s) of Individual Relief and an Acceptance of Relief and Release of Claims form (“Release”), in the formats shown in

Appendix B to this Agreement, as well as all applicable tax forms. To receive benefits under this Agreement, the Claimant must complete, sign, and return each form to the Claims Administrator within twenty-one (21) Days of mailing.

64. A Claimant's failure to return the required forms within the time allowed, absent good cause as determined by the United States, shall constitute a rejection of the offer of relief. A rejection of the offer of relief shall release the Parties and the Claims Administrator from any obligation to make an award of relief to that Claimant.
65. The Claims Administrator shall send copies of the signed Releases to the Parties within seven (7) business days after the deadline for Claimants to return them.
66. At the direction of the United States and Defendants, the Qualified Settlement Fund Administrator shall mail a check to each Claimant entitled to monetary relief. The check shall be in the amount designated for the Claimant on the final Individual Relief Awards List minus applicable employer and employee-side taxes. The Qualified Settlement Fund Administrator shall mail the checks via certified mail, return receipt requested, within 30 Days after the Claimant's deadline for returning signed Releases and tax withholding forms.
67. The Qualified Settlement Fund Administrator shall send a payment list to the

United States and Defendants between twenty-one (21) and thirty (30) Days after mailing the checks, which shall indicate for each Claimant whether the Defendants received the Release and the Qualified Settlement Fund Administrator mailed the check, the amount of the check, with amount of tax withholding by category, and whether the Claimant cashed the check. The Qualified Settlement Fund Administrator shall provide the United States with copies of the checks upon request from the United States.

68. The Qualified Settlement Fund Administrator shall mail a letter to Claimants who have not cashed their checks to inform them that the award will be canceled if they do not cash the checks within ninety (90) Days from the date of that letter. The letter shall state that no further warnings will be given. The Qualified Settlement Fund Administrator shall inform the United States twenty-one (21) Days prior to the expiration of the ninety (90) Day period of any uncashed checks. Absent good cause as determined by the United States, such uncashed checks will be canceled ninety (90) Days from the date of the letter. At the expiration of the ninety (90) Days, the Qualified Settlement Fund Administrator will provide the United States and Defendants with a list of all outstanding checks, confirmation that they sent the warning letters, and a statement of the amount in the Settlement Fund.

IX. COURT APPROVAL PROCESS

69. Within fifteen (15) Days after the Date of Signature, the Parties shall file a joint motion with the Court requesting that the Court (i) provisionally approve the Agreement, and (ii) schedule a hearing to determine whether this Agreement is fair, reasonable, adequate, and consistent with Title VII. Concurrently, the Parties shall file a Joint Motion for Approval of a Qualified Settlement Fund.
70. The Parties will request that the Court give them at least ninety (90) Days' notice of the date and time for the hearing.
71. The purpose of the Fairness Hearing, and the related notification provisions of this Agreement, is to provide notice and an opportunity to object to persons who may be affected by the terms of the Agreement.
72. No later than eighty (80) Days prior to the Fairness Hearing, Defendants shall provide the United States and the Claims Administrator with the names and last known mailing addresses, email addresses, phone numbers, dates of birth, and Social Security numbers, of all individuals entitled to Notice under Paragraph 73.
73. The Claims Administrator shall provide a copy of a Notice of Settlement and Fairness Hearing, Instructions for Filing an Objection, and a blank Objection form, in the formats set forth in Appendix C, no later than sixty (60) Days

prior to the Fairness Hearing:

- a. Via electronic mail (if known) and First-Class Mail, to the last known email and mailing address of each Class member.
- b. If the notice sent by U.S. mail is returned as undeliverable, the Claims Administrator will conduct a reasonable search for alternative addresses and promptly mail the notice to the alternative addresses by First-Class Mail, return receipt requested. Upon request, Defendants shall provide to the Claims Administrator any information reasonably available to Defendants that may allow the Claims Administrator to locate these alternative addresses.

74. No later than sixty (60) Days prior to the Fairness Hearing, Defendants shall provide to the following persons a copy of a Notice of Settlement and Fairness Hearing, Instructions for Filing an Objection, and a blank Objection form, in the formats set forth in Appendix C:

- a. To each incumbent PSP Trooper, by PSP's employer-issued email addresses for each Trooper with a read-receipt; notice shall also be published on bulletin boards at PSP stations, via PSP's Intranet, and otherwise in a manner consistent with PSP's practices for communicating other vital information to employees; and
- b. Via First-Class Mail, and by email with read-receipt, to each union or

association recognized as being authorized to represent Troopers.

75. In addition, Defendants shall publish a notice of the Settlement and Fairness Hearing, in a form substantially the same as contained in Appendix C, on Defendants' websites (www.pa.gov, www.psp.pa.gov, and www.patrooper.com), and via Facebook and Twitter.

- a. The published notice on the Defendants' websites shall include a publicly accessible link from which the Notice Documents and the Agreement can be accessed. This publicly accessible link and notice shall be published and remain on the websites for no fewer than eighty (80) Days prior to the Fairness Hearing.
- b. Eighty (80) and sixty (60) Days, respectively, prior to the Fairness Hearing and again seven (7) Days prior to the deadline for filing objections to the Agreement, Defendants shall publish a notice in the Philadelphia Inquirer, Pittsburgh Post-Gazette, Pittsburgh Tribune-Review, and any other newspaper in which Defendants normally advertise Trooper vacancies, in a form substantially the same as that contained in Appendix C. The published notice also shall provide the website address from which Notice Documents and the Agreement can be accessed, and the phone number of the Claims Administrator.
- c. At eighty (80) and sixty (60) Days, respectively, prior to the Fairness

Hearing and again seven (7) Days prior to the deadline for filing objections to the Agreement, Defendants shall publish notice via social media as follows:

- i. Defendants shall post and not delete the post on their Facebook accounts (www.facebook.com/PennsylvaniaGov/, www.facebook.com/PASStatePolice/, and www.facebook.com/pspacademy) with the following text and a publicly-accessible link from which the Notice Documents and the Agreement can be accessed: “PSP has entered into a Settlement Agreement with the U.S. Department of Justice to resolve a Department of Justice employment discrimination lawsuit alleging that PSP’s hiring practices had an unintentional disparate impact on women. To learn more, visit: [link].” This post shall be pinned on each account for at least five (5) Days following the postings at eighty (80) and sixty (60) Days, respectively, before the Fairness Hearing and shall be pinned again for the seven (7) Days immediately preceding the deadline for filing objections to the Agreement.
- ii. Defendants shall post and leave up a tweet on their Twitter accounts (@PennsylvaniaGov, @PASStatePolice, and

@psp_academy) with the following text and a publicly-accessible link from which the Notice Documents and the Agreement can be accessed: “PSP settled an unintentional disparate impact lawsuit with the Dept. of Justice @CivilRights. Read more: [link].” This tweet shall be pinned on each Twitter account for at least five (5) Days following the postings at eighty (80) and sixty (60) Days, respectively, before the Fairness Hearing and shall be pinned again for the seven (7) Days immediately preceding the deadline for filing objections to the Agreement.

76. Persons who wish to object to the Agreement on the ground that it is not fair, reasonable, adequate, or consistent with Title VII shall file objections, in accordance with the requirements set forth in Appendix C and as follows:
 - a. Objections shall state the objector’s name, address and telephone number; set forth a specific description of the objector’s basis for believing that the Agreement is not fair, reasonable, adequate, or consistent with Title VII; include copies of any documentation supporting the objections; state the name and address of the objector’s counsel, if any; and state whether the objector wishes to be heard in Court at the Fairness Hearing.

- b. Objectors shall mail their objections to the Claims Administrator at the address provided for this purpose by the Claims Administrator.
 - c. Objections must be emailed or mailed and postmarked to the Claims Administrator no later than thirty (30) Days prior to the date set for the Fairness Hearing. Any person who fails to meet that deadline shall be deemed to have waived any right to object to the terms of this Agreement, except for good cause as determined by the United States and approved by the Court if Defendants object to the United States' determination. The Claims Administrator shall promptly, and on a rolling basis, email copies of all objections it receives to the Parties.
77. No later than ten (10) Days prior to the Fairness Hearing, the United States shall file with the Court copies of all objections received from the Claims Administrator. No later than ten (10) Days prior to the Fairness Hearing, the Parties shall file their responses, if any, to all timely objections received from the Claims Administrator.
78. If the Court determines that the terms of this Agreement are fair, reasonable, adequate, and consistent with Title VII, the Court shall give final approval to this Agreement at or following the Fairness Hearing.
79. Upon completion of the Fairness Hearing process, the Parties will, using the motion and proposed order included at Appendix D, jointly move the Court

for closure of this case and request that the docket be marked accordingly.

X. RECORD RETENTION AND PRODUCTION

80. Within thirty (30) Days after each administration of the Fitness Test during the PSP Trooper hiring cycle in which that test is first used after final approval of this Agreement, Defendants shall provide to the United States the following post-administration data:

- a. The name, sex, and unique identifier of each tested applicant; and
- b. Complete scoring information, including sub-scores or individual event scores of each tested applicant.

81. Within fourteen (14) Days of a written request from the United States for any other documents related to compliance with this Agreement and/or Title VII, Defendants shall provide the requested documents to the United States. Those documents may relate to, for example and without limitation, the provision or denial of all aspects of individual relief.

XI. DISPUTE RESOLUTION

82. Until this case is dismissed pursuant to Section XII, if any dispute between the Parties arises regarding the terms of this Agreement or its implementation, any Party may file a motion for dispute resolution with the Court. Prior to filing a motion for dispute resolution, the Party intending to file the motion must provide the opposing Party with 21 Days' written notice. Upon

expiration of the 21 Days, if the dispute is not addressed or resolved to the satisfaction of all Parties, the Party who provided notice may move the Court for dispute resolution.

83. If this case is closed pursuant to Section XII, any Party may reactivate the case by filing a motion for dispute resolution at docket number 1:14-cv-01474, which the other Party may oppose.

XII. DURATION OF AGREEMENT

84. Unless extended for good cause, this Agreement shall be dissolved without further Court Order twenty-two (22) months after the Date of Final Approval. If there is any dispute regarding whether this Agreement is dissolved pursuant to this Paragraph, then that dispute is subject to the dispute-resolution process set forth in Section XI above.
85. This Agreement may be extended for good cause through a joint filing with the Court, should there be delays due to COVID-19.

XIII. COSTS AND FEES

86. Defendants shall bear the Claims Administrator and Qualified Settlement Fund Administrator's fees, costs, and expenses, and the fees, costs, and expenses for the notification and publication procedures required by this Agreement. Otherwise, each Party shall bear its own costs and expenses incurred as a result of obligations imposed by this Agreement.

87. Each Party shall bear its own attorney's fees, costs, and expenses incurred in this litigation, subject to the requirements of Paragraph 86.

XIV. MISCELLANEOUS

A. Agreement Compliance Officer

88. Defendants shall utilize the services of an Agreement Compliance Officer who shall be responsible for ensuring Defendants' compliance with this Agreement.

89. Within seven (7) Days of the Date of Signature, Defendants shall designate the person who will serve as Agreement Compliance Officer and inform the United States of that person's name and position/title.

CONSENTED TO BY:

FOR PLAINTIFF UNITED STATES OF AMERICA

BY:

PAMELA S. KARLAN
Principal Deputy Assistant Attorney General

/s/Delora L. Kennebrew
DELORA L. KENNEBREW (GA No. 414320)
Chief, Employment Litigation Section

April 13, 2021
Date

/s/ *Lori B. Kisch*
LORI B. KISCH (DC No. 491282)
Special Litigation Counsel

April 13, 2021
Date

/s/ *Robert L. Galbreath*
ROBERT L. GALBREATH (DC No. 460389)
Senior Trial Attorney

April 13, 2021
Date

/s/ *Robert Rich*
ROBERT RICH (DC No. 1016908)
Trial Attorney


April 13, 2021
Date

United States Department of Justice
Civil Rights Division
Employment Litigation Section
4 Constitution Square
150 M Street NE, Rm. 9.1140
Washington D.C. 20002
Tel: (202) 616-9100
Fax: (202) 514-1005
Email: Delora.Kennebrew@usdoj.gov
Email: Lori.Kisch@usdoj.gov
Email: Robert.Galbreath@usdoj.gov
Email: Robert.Rich@usdoj.gov

**FOR DEFENDANT COMMONWEALTH OF PENNSYLVANIA
AND PENNSYLVANIA STATE POLICE**

BY:

/s/



Mary-Jo Rebelo (PA I.D. No. 53539)

Counsel for the Pennsylvania State Police
On behalf of Colonel Robert Evanchick
Commissioner – Pennsylvania State Police

April 12, 2021
Date

Burns White LLC
Burns White Center
48 26th Street
Pittsburgh, PA 15222
Tel: (412) 995-3347
Fax: (412) 995-3300
Email: mjrebelo@burnswhite.com

Pennsylvania State Police
1800 Elmerton Avenue
Harrisburg, Pennsylvania 17110
Tel: (717) 783-5599
Fax: (717) 772-2883

APPROVED AS TO FORM AND LEGALITY:

/s/



M. Abbegeael Giunta

Deputy General Counsel
Pennsylvania Office of General Counsel

4/12/2021

Date

/s/



Daniel C. Beck

4/12/2021
Date

APPENDIX A – NOTICE & INTEREST IN RELIEF FORMS

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	

NOTICE OF APPROVAL OF SETTLEMENT AGREEMENT

On [insert date], a Settlement Agreement (“Agreement”) resolving the above-referenced lawsuit, by the United States against the Commonwealth of Pennsylvania and the Pennsylvania State Police (“Defendants”), was approved by the Court. **As a result, you may be eligible for certain benefits.**

In its Complaint, the United States alleges that Defendants violated Title VII, 42 U.S.C. § 2000e-2(a). Specifically, the United States alleges that Defendants used two Physical Readiness Tests of 2003 and 2009 (“PRTs”), which were administered through May 11, 2020, that have had a discriminatory effect on female PSP Trooper applicants.

Defendants deny that they violated Title VII. However, in the interest of resolving this matter and to promote the purposes of Title VII, the United States and Defendants have voluntarily entered into the Settlement Agreement.

Under the terms of the Agreement:

- Defendants will no longer use the PRTs and instead will administer a

gender and aged-normed Cooper Fitness Test.

- Defendants agreed to pay \$2,200,000 for distribution to Claimants which includes cash compensation for back pay, and an employment payment in lieu of retroactive pension benefits, less related taxes. A “Claimant” is any female PSP Trooper applicant who attempted, but did not pass, Defendants’ PRT at any time since 2003, is otherwise eligible for relief under the Agreement, and who fills out the necessary forms required by the Agreement. This includes female Trooper applicants who failed the PRT once and later passed it and became employed as PSP Troopers.
- Defendants also agreed to hire up to 65 Claimants as priority hires. Those Claimants who are eligible and interested in priority hire positions will be invited to participate in a new Trooper cadet selection process.
- Claimants who participate in the priority hire new Trooper Cadet Selection Process will not have to take the written and oral examinations in the Cadet Selection Process, if they have successfully completed the written and oral examinations during a prior Cadet Selection Process. They will need to take the Cooper Fitness Test and complete other parts of the selection process that remain.
- If appointed by Defendants, the Claimants receiving Priority Hire Relief will be awarded an employment payment as additional cash compensation in lieu of retroactive pension benefits, and retroactive seniority for salary and vacation accrual.
- Claimants who took and failed the PRT at some point since 2003, but later passed it and became PSP Troopers, are also eligible for cash compensation for back pay, an employment payment in lieu of retroactive pension benefits, and retroactive seniority, as set forth in the Agreement.

You are receiving this Notice because you may be a “Claimant,” which would make you eligible for relief under the Agreement. **You may be eligible for monetary relief even if you are not currently qualified to be hired as a Trooper.** In order to be eligible to participate in the new Trooper cadet selection

process, you must currently be qualified for hire as a Trooper, as set forth in the Agreement.

If you are interested in receiving any relief under the Agreement, **you must fill out the enclosed Interest in Relief form and return it by email or U.S. Mail no later than [insert date] to:**

By email:

[Claims Administrator Email]

By U.S. Mail:

[Claims Administrator]

[Claims Administrator address]

You may receive back pay even if you are not interested in a priority hire position. Your chances of receiving a priority hire position will not be affected by whether or not you choose to receive back pay.

If you have any questions about how to submit a claim or your eligibility for relief, you may hire an attorney, or you may call the U.S. Department of Justice at 1-800-_____, and select mailbox option number __. If you do call this number, please leave your name, last four digits of your Social Security Number, telephone number, and times when you can be reached. Your call will be returned as soon as possible.

SUBMITTING THE CLAIM FORM BY [insert date] DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY RELIEF. HOWEVER, IF YOU DO NOT SUBMIT A CLAIM FORM BY [insert date], YOU CANNOT RECEIVE RELIEF UNDER THE AGREEMENT.

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	

INTEREST IN RELIEF FORM

I am interested in receiving relief under the Settlement Agreement between the United States, the Commonwealth of Pennsylvania, and the Pennsylvania State Police (“PSP”) in the above-referenced case.

PART I. GENERAL INFORMATION:*

Print Name: _____ Social Security Number: _____

Other name(s) used: _____

Address: _____

Telephone: _____

Cell phone: _____ E-Mail Address: _____

***If your contact information, including your mailing address, changes at any time after you submit this form, please contact the Claims Administrator at _____. Otherwise, you may not receive critical information about the relief you are interested in receiving.**

1. I am female.
2. I believe that, between 2003 and the present, I applied to be a PSP Trooper.
3. I believe that, when I applied to be a PSP Trooper, I attempted, but did not pass, PSP's Physical Readiness Test.
4. I am interested in receiving (check **all** that apply):

back pay cash compensation

a priority hire position, which includes an employment payment in lieu of retroactive pension benefits, and retroactive seniority for salary and vacation accrual.

PART II. ACKNOWLEDGEMENT

The information in this form is accurate. I understand that additional information regarding my eligibility for relief may be requested, and I agree to provide such information if asked. I also understand that, if I am found to be eligible for relief, additional steps must be completed before I can receive that relief.

Date Signed: _____

Signature

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	

INTEREST IN RELIEF FORM – DELAYED HIRES

I am interested in receiving relief (including cash compensation for back pay, an employment payment in lieu of retroactive pension benefits, and retroactive seniority for salary and vacation accrual) under the Settlement Agreement between the United States, the Commonwealth of Pennsylvania, and the Pennsylvania State Police (“PSP”) in the above-referenced case.

PART I. GENERAL INFORMATION:*

Print Name: _____ Social Security Number: _____

Other name(s) used: _____

Address: _____

Telephone: _____

Cell phone: _____ E-Mail Address: _____

***If your contact information, including your mailing address, changes at any time after you submit this form, please contact the Claims Administrator at**

_____. **Otherwise, you may not receive critical information about the relief you are interested in receiving.**

1. I am female.
2. I believe that, between 2003 and the present, I applied multiple times to be a PSP Trooper.
3. I believe that, at least once when I applied to be a PSP Trooper, I attempted, but did not pass, PSP's Physical Readiness Test.
4. I later became a PSP Trooper.

PART II. ACKNOWLEDGEMENT

The information in this form is accurate. I understand that additional information regarding my eligibility for relief may be requested, and I agree to provide such information if asked. I also understand that, if I am found to be eligible for relief, additional steps must be completed before I can receive that relief.

Date Signed: _____
Signature _____

**APPENDIX B – NOTICE OF AWARD(S) OF INDIVIDUAL RELIEF &
CLAIMS FORMS**

NOTICE OF AWARD(S) OF INDIVIDUAL RELIEF

Re: *United States of America v. Commonwealth of Pennsylvania, et al.*
Case No. 1:14-cv-01474-SHR (U.S. Dist. Ct. M.D. Pa.)

You are receiving this notice because you are eligible for relief under the Settlement Agreement between the United States, the Commonwealth of Pennsylvania, and the Pennsylvania State Police. **PLEASE READ THIS NOTICE CAREFULLY.**

I. BACK PAY COMPENSATION

You are eligible to receive cash compensation for back pay in the amount shown on the enclosed Acceptance of Relief and Release of Claims form. **To receive this back pay award, you must:**

- a. Completely **fill out** the enclosed Acceptance of Relief and Release of Claims form, and sign the form.
- b. Completely **fill out** the enclosed tax withholding forms.
- c. **Return** the completed Acceptance of Relief and Release of Claims form and tax withholding forms to [Claims Administrator] **no later than insert date**. Send these documents by email or U.S. mail to:

By email:

[Claims Administrator Email]

By United States Mail:

[Claims Administrator]
[Claims Administrator address]

Note: If your signed documents are not emailed or postmarked by _____, your back pay award may be forfeited.

II. PRIORITY HIRE (FOR THOSE WHO ARE NOT CURRENT PSP TROOPERS)

You [] **ARE** eligible to apply for a priority hire position which, if you are hired, would include retroactive seniority for salary and vacation accrual, and an employment payment in lieu of pension benefits, the amount of which is set forth on the enclosed Acceptance of Relief and Release of Claims form.

You will receive additional information about this selection process.

You [] **ARE NOT** eligible to apply for a priority hire position.

III. DELAYED HIRE (FOR THOSE WHO ARE CURRENT PSP TROOPERS)

You [] **ARE** eligible to receive retroactive seniority for salary and vacation accrual, and employment payment in lieu of pension benefits, the amount of which is set forth on the enclosed Acceptance of Relief and Release of Claims form.

You [] **ARE NOT** eligible to receive retroactive seniority for salary and vacation accrual, or an employment payment in lieu of pension benefits.

IV. FURTHER INFORMATION

If you have questions about the information in this notice, or how to submit the documents described above, you may hire an attorney, or you may call the U.S. Department of Justice at 1-800-_____, and select mailbox option number __. If you do call this number, please leave your name, last four digits of your Social Security Number, telephone number, and a time when you can be reached. Your call will be returned as soon as possible. The Department of Justice can provide information on the settlement. However, it is not authorized to provide legal advice to individuals.

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	

**ACCEPTANCE OF
RELIEF AND RELEASE OF CLAIMS**

I, [insert name] , have received notice from the U.S. Department of Justice of the back pay award offered to me per the Settlement Agreement approved by the Court on [insert date] in the above-named lawsuit.

The **BACK PAY COMPENSATION AWARD** I am being offered consists of:

[insert amount] dollars (\$ _____ .__), less required tax withholdings.

[Add where applicable, for priority hires:]

I, [insert name] , also am being offered the opportunity to apply for a priority hire PSP Trooper position. If hired as a priority hire, I will receive retroactive seniority for salary and vacation accrual, and an employment payment in lieu of retroactive benefits, in the amount of:

[insert amount] dollars (\$ _____ .__), less required tax withholdings.

Note: the back pay and employment payment awards are subject to applicable tax rates at the time the award is given.

[Add where applicable, for delayed hires:]

I, [insert name] , also am being offered retroactive seniority for salary and vacation accrual, and an employment payment in lieu of retroactive pension benefits in the amount of:

[insert amount] dollars (\$.), less required tax withholdings.

In consideration for the relief stated above, I fully and finally release the Commonwealth of Pennsylvania and the Pennsylvania State Police and all prior and current elected and appointed officials thereof, and their employees, agents, attorneys, successors, and assigns from all legal and equitable claims relating to the allegation that Defendants' use of physical readiness tests discriminated on the basis of sex against female applicants for Pennsylvania State Trooper positions in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, that were, or could have been, the subject of the above-described lawsuit, of which I am aware, or through the exercise of reasonable diligence could have been aware. The above-named lawsuit was resolved by entry of the Settlement Agreement by the Court on [insert date] .

This release of claims is not conditioned on my receipt of any other relief. I understand that, even if I am eligible to apply for a priority hire position, there is no guarantee that I will be selected for such a position.

I understand that **I must properly and completely (1) fill out this Acceptance of Relief and Release of Claims form, (2) sign the form, and (3) return it to the Claims Administrator no later than [insert date] to receive the relief award.**

I also understand that **I must complete and return the enclosed tax forms** so that appropriate withholdings for taxes, FICA, and Medicare may be made from the monetary award.

I HAVE READ, AND I UNDERSTAND, THIS ACCEPTANCE OF RELIEF AND RELEASE OF CLAIMS FORM. I SIGN THIS FORM OF MY OWN FREE ACT AND DEED.

Date Signed

Signature

(Street Address)

(City)

(State)

(Zip code)

Home Telephone: () ____ - ____

Work Telephone: () ____ - ____

Social Security Number: ____ - ____ - ____

E-Mail Address: _____

If your contact information, including your mailing address, changes at any time after you submit this form, please contact the Claims Administrator at _____. Otherwise, we may be unable to contact you during future steps in the award process.

Return this form and tax form to:

[Claims Administrator]

[Claims Administrator address]

APPENDIX C – NOTICE & OBJECTION FOR FAIRNESS HEARING

NOTICE OF SETTLEMENT AND FAIRNESS HEARING

On _____, the United States and the Commonwealth of Pennsylvania and the Pennsylvania State Police (“PSP”) (together, “Defendants”) executed a settlement of a lawsuit filed by the United States on July 29, 2014 in the United States District Court for the Middle District of Pennsylvania.

In its Complaint, the United States alleged that Defendants violated Title VII, 42 U.S.C. § 2000e-2(a), through their use of two Physical Readiness Tests (“PRTs”) from 2003 to May 11, 2020. The United States alleged that those tests disproportionately excluded female applicants from employment as troopers for PSP. Defendants deny that they violated Title VII. However, PSP has agreed to voluntarily discontinue the use of the PRTs and will not resume using them in the future. Therefore, in the interest of resolving this matter and to promote the purposes of Title VII, the United States and Defendants have voluntarily entered into a Settlement Agreement (“Agreement”) resolving the lawsuit.

The terms of the Agreement include the following:

- (1) Defendants have ceased using the PRT and instead will administer the gender and age-normed Cooper Fitness Test, in compliance with Title VII, to all PSP trooper applicants who require administration of a physical test.
- (2) Defendants agree to pay a total of \$2,200,000 into a qualified settlement fund which will be used to pay monetary relief to claimants and any related employer-side taxes.
- (3) Monetary relief in the form of back pay will be distributed among Claimants who failed the PRT from 2003 through May 11, 2020 and who are eligible for relief under the Agreement. A “Claimant” is any female Trooper applicant who attempted, but did not pass, Defendants’ PRT at any time since 2003 and the Date of Signature of the Agreement, who submits a claim form and release, and any other necessary documents outlined in the Agreement. This includes females who failed the PRT once and later passed it and became employed as PSP Troopers.
- (4) A Claimant who is not currently qualified for hire as a PSP Trooper may still be eligible for back pay relief under this Agreement.

- (5) Each Claimant will receive a pro rata share of the back pay compensation, to account for lost wages based on the Claimant's presumptive hire date, which will be determined based on the year the Claimant failed the PRT. The amount of back pay compensation and possible employment payment for those eligible are set forth in Attachment ___ to this Notice.
- (6) Defendants agree to make up to 65 priority hires, with retroactive seniority, as set forth in the Agreement. Those eligible and interested Claimants will be invited to participate in the Trooper cadet selection process which will include the administration of the Cooper Fitness Test, a background investigation, polygraph test, and medical exam. The priority hires will receive retroactive seniority, for purposes of salary, vacation accrual, and initial assignment from the Academy, as set forth in the Agreement. A Claimant must be currently qualified for hire as a PSP Trooper in order to be eligible to participate as a priority hire, as set forth in the Agreement.
- (7) Defendants will also award retroactive seniority for purposes of salary and vacation accrual for women who took the PRT between 2003 and the Date of Signature of the Agreement and initially failed the test, but later passed it and who were hired as PSP Troopers and who remain employed by PSP.
- (8) All individuals who receive retroactive seniority will also be entitled to receive additional monetary relief as an employment payment in lieu of retroactive pension benefits which will be paid from the \$2,200,000 Qualified Settlement Fund. The amount shall be \$5,000, or a lesser amount not to exceed make whole relief

The Agreement is publicly available on Defendants' website at www._____ and on the U.S. Department of Justice website at http://www.justice.gov/_____. You may also contact the Employment Litigation Section of the Civil Rights Division of the Department of Justice to request a copy at: 1-800-_____.

The Agreement has been provisionally approved by the Court and the parties now have requested that the Court hold a "Fairness Hearing" to determine whether the terms of the Agreement are fair, reasonable, adequate, equitable and otherwise consistent with federal law. This Fairness Hearing will be held on [insert date] at [time], at United States Courthouse, 228 Walnut Street, Harrisburg, PA. **You have the right to attend this Fairness Hearing.**

In addition, you have the right to submit a written objection to any of the terms of the Agreement that you believe are unfair or unlawful. Instructions for filing an objection are enclosed. **Making an objection is voluntary, but if you do not object at this time, you may waive your right to object in the future. Any objection you wish to make must be submitted to the Claims Administrator as described in the following pages of this Notice by no later than**

_____.

INSTRUCTIONS FOR FILING AN OBJECTION
PRIOR TO THE FAIRNESS HEARING

1. If you believe the Settlement Agreement (“Agreement”) is unfair, unreasonable, inadequate or unlawful, you may object to its final approval by the Court. **Making an objection is voluntary, but if you do not object now, you may be prohibited from challenging the Settlement Agreement in the future.** If you decide to object, you **must** follow the instructions set out on this page. If you choose to object, the judge will consider your objection before deciding whether to finally approve the Agreement.
2. **All objections must be sent by email or U.S. mail. If your objection is sent by email, it must be time-stamped no later than 11:59 PM Eastern Time on [insert date]. If your objection is mailed, it must be postmarked by no later than [insert date]. If your objection is not sent by the date and time listed here, your objection may not be considered, and you may be prohibited from objecting to the Agreement.**
3. **All objections must be made in writing.** Your objection must be written on the attached form. You must fill out the form completely. You must specify what about the Agreement you object to and why. **If your objection is sent by email, you must use this form and send it as an attachment. Objections made in the body of the email itself will not be considered.** If you have an attorney, include with your objection the name, address and phone number of your attorney. You may attach additional pages to the caption page/form if necessary.
4. You must send one copy of your objection by email or U.S. Mail to the following address:

By email:

[Claims Administrator Email]

By United States Mail:

[Claims Administrator]

[Claims Administrator address]

5. The Court will hold the Fairness Hearing on **insert date**. You may attend this hearing if you wish, but you need not attend to have the Court consider any written objections you submit.

6. If you have any questions about how to object, you may consult with an attorney of your own choosing and at your own expense. You also may call the U.S. Department of Justice at 1-800-_____, and select mailbox option number __. If you do call this number, please leave your name, last four digits of your Social Security Number, telephone number, a time when you can be reached, and a brief explanation of the reason for your call. Your call will be returned as soon as possible. The Department of Justice can provide information on the settlement. However, it is not authorized to provide legal advice to individuals.

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	

OBJECTION TO THE SETTLEMENT AGREEMENT

I object to the Settlement Agreement between the United States, the Commonwealth of Pennsylvania, and the Pennsylvania State Police.

Name: _____ Attorney's name (if any): _____

Address: _____ Attorney's address: _____

Telephone: _____ Attorney's Telephone: _____

E-Mail Address: _____

Basis of my objection:

Are you requesting the opportunity for you (or your attorney, if you have one) to speak in person at the Fairness Hearing? Yes No

You may use additional pages to explain why you object, if necessary. You must send your objection to the Claims Administrator at the address provided in the instructions.

**YOUR OBJECTION MUST BE POSTMARKED BY [INSERT DATE]
OR TIME STAMPED BY EMAIL BY 11:59 PM EASTERN TIME ON
 [INSERT DATE] .**

APPENDIX D – JOINT MOTION FOR CLOSURE & PROPOSED ORDER

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	

JOINT MOTION FOR CLOSURE

Plaintiff United States of America and Defendants Commonwealth of Pennsylvania and Pennsylvania State Police jointly and respectfully move this Court to enter an order closing this case pursuant to Paragraph 79 of the Agreement, Docket No. ____, to be reactivated, as appropriate, pursuant to Paragraph 83.

Date:

Respectfully submitted,

*Attorneys for Plaintiff United States of
America*

*Attorneys for Defendants
Commonwealth of Pennsylvania and
Pennsylvania State Police*

**UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	Civil Action No. 1:14-cv-01474-SHR
)	
COMMONWEALTH OF)	
PENNSYLVANIA AND	)	Hon. Sylvia H. Rambo
PENNSYLVANIA STATE POLICE,)	
)	
Defendants.)	

[PROPOSED] ORDER DIRECTING ADMINISTRATIVE CLOSURE

On [DATE], following the Fairness Hearing in this case, the Court finally approved the Settlement Agreement. This case is hereby administratively closed. The parties may reinstate the case on the Court’s active docket by filing a motion pursuant to Paragraph 83 of the Agreement, Docket No. ____.

Date: _____

Hon. Sylvia H. Rambo
United States District Judge

APPENDIX E**BACKPAY COMPENSATION PAYMENT FOR EACH CLAIMANT, BASED ON PRESUMPTIVE HIRE DATE**

Year Failed PRT	Presumptive Hire Date	Number of Applicants	Back Pay Compensation Share*
2003	7/15/2004	16	\$7,830
2004	10/18/2005	23	\$7,241
2005	11/7/2006	33	\$6,748
2006	10/19/2007	39	\$6,305
2007	11/30/2008	14	\$5,783
2008	2/2/2010	57	\$5,234
2009	7/5/2011	18	\$4,571
2010	12/30/2011	4	\$4,343
2011	3/23/2013	33	\$3,768
2012	4/20/2014	6	\$3,265
2013	12/16/2014	36	\$2,957
2014	5/22/2015	34	\$2,756
2015	10/29/2016	37	\$2,083
2016	3/3/2018	43	\$1,456
2017		0	
2018		0	
2019	4/24/2020	5	\$453
		398	

* Compensation amounts are subject to appropriate tax deductions.

**BACKPAY COMPENSATION PAYMENT FOR EACH
DELAYED HIRE CLAIMANT**

Year Failed PRT	Longevity Date	Number of Applicants	Back Pay Compensation Share*
2003	11/19/2004	2	\$270
2003	11/20/2009	1	\$2,622
2005	12/23/2006	1	\$59
2006	2/7/2014	1	\$2,965
2008	4/1/2011	1	\$545
2009	2/10/2015	1	\$1,694
2013	9/4/2015	2	\$337
2013	12/4/2015	1	\$454
2015	4/21/2017	1	\$224
2015	9/8/2017	1	\$404

* Compensation amounts are subject to appropriate tax deductions.