

## FREQUENTLY ASKED QUESTIONS

Q: What is the benefit of settling the case at this time?

A: There are multiple benefits to settling the case at this time. If the Court grants final approval to the settlement, which can only happen after the Judge considers any objections from class members, the first benefit will be that class members will no longer face the risk of this Court or any appellate Court issuing rulings that might leave class members with lower back pay amounts or even potentially with no recovery at all. Additionally, there is great benefit in receiving monetary recoveries now rather than what could be many years down the road. Finally, since we have already had success in achieving one of the other goals of the case - changing Census Bureau policy so that class members receive Sunday premium pay on an ongoing basis with the Census Bureau paying Sunday premium pay going forward since March 29, 2020 - this will finally bring to a close all issues and claims raised in the lawsuit.

Q: Can the government still file an appeal if the Court grants final approval of the settlement agreement?

A: No. One of the benefits of settlement is that the case will be finally resolved. The government cannot appeal the settlement if the Court grants final approval.

Q: Can the Court approve a settlement under different terms or different award amounts after the fairness hearing based on class member objections?

A: No. The Court cannot change the terms of the settlement agreement reached by the parties. For this reason, if the Court finds that the settlement is not fair based upon any objections lodged, the settlement will not be approved and the case will proceed forward.

Q: How did you calculate that the settlement amount is equal to approximately 88.5% of the total back pay sought?

A: This calculation is based on receiving full recovery for 88.5% of the time period for which recovery was possible. The back pay period spanned from October 28, 2005 until March 29, 2020 (a period of 14 years and 5 months) when, as a result of the class action lawsuit, the Census Bureau began paying Sunday premium pay to its Part-Time Field Representatives. The settlement covers back pay for a period just shy of 13 years, representing approximately 88.5% of the period for which back pay was sought.

Q: Why are we settling for less than 100% of the back pay?

A: All settlements require compromise and all settlements have the benefit of enabling payment of a recovery now rather than what could be many years from now and avoiding the potential risk of class members receiving no recovery at all at the end of defendant's likely appeals.

Q: Do the awards include interest on the Sunday pay?

A: Yes, the awards include interest as set by the Office of Personnel Management through December 31, 2020. You can view the amount of interest on your award in the column identifying interest on each class members' award.

Q: Why can't we get interest to the current date?

A: Any settlement agreement that requires government approval must set forth the exact monetary amount of the settlement including interest. Hence, a fixed date for interest must be set forth in the agreement. In this case, the date for interest was set through December 31, 2020. Obtaining the four-level government approval for this settlement was a lengthy process, but on December 18, 2020, once we had that approval, we asked the Court for preliminary approval of the agreement. The Court granted preliminary approval on March 3, 2021, so there was and is a short time period when interest will not continue to accrue. Neither we nor the Court can modify the date set forth in the agreement without our having to go back and re-start the settlement process.

Q: Are the costs and expenses of the lawsuit being deducted from our recoveries?

A: No. Although each class member agreed in the Opt In Claim Form that costs and expenses of the lawsuit could be deducted from class member recoveries, we were successful in negotiating a settlement where the government reimbursed the substantial costs and expenses of the lawsuit in full without deduction from class member recoveries.

Q: Are attorneys' fees coming out of class members' recoveries?

A: Yes. As you know, at the time that you signed an Opt In Claim Form, you acknowledged and agreed that the expenses of the lawsuit and the attorneys' fees would either be paid by the government or out of the recovery and, if the latter, that it would reduce your recovery. While we were successful in arranging for payment of the substantial expenses by the government without any reduction from the back pay for this purpose, we had to compromise by providing that the payment of the attorneys' fees would come out of class members' recoveries so that the case could be fully and finally resolved now and eliminate the potential risk of class members receiving less or even nothing at all if the government was successful in an appeal.

Q: Are attorneys' fees in the amount of 30% of the recovery common in class action cases?

A: Yes, 30% is common as you can read in the Memorandum of Law filed in the Motion for Preliminary Approval that you can access through this website. In many cases, the attorneys' fees awarded have been 33 1/3% or more of the total common fund. We sought to keep our request for fees reasonable.

Q: How long will it take to receive the awards if the Court grants final approval?

A: We cannot say with certainty when class members will receive their awards, but it is not unusual for it to take several months for the government to send the funds to the Class Administrator and the Class Administrator to then disburse the funds.

Q: What if I don't agree with the calculation of my back pay hours?

A: The data on which the calculations are based comes from the Government's payroll records derived from the hours you inputted into your computers on a daily or weekly basis. If a payroll error occurred at the time of input – i.e., if there was a payroll period when you did not get paid for all of the hours you worked or, more specifically, all of the Sunday hours you worked, you would have to consult with your own counsel to determine if there is any means to address such and the time limits for doing so.

However, the following may be helpful for you in reviewing your total award:

1. As a general matter, all Class Members were previously paid for the Sunday hours worked; what they did not get was the additional 25%. For example, if in a pay period a Class Member received pay for 40 hours of work, 8 of which were Sunday hours, and your hourly rate was \$17/hour; the Sunday Premium Pay award for that period would be  $8 \times \$17 \times 25\%$  or \$34.00. The Sunday Premium Pay award would not be 125% of your hourly rate times 8 because you were already paid 100% of the straight hourly wage for those 8 hours
2. The methodology used by the Class Administrator was to multiply the number of Sunday hours you worked by your pay rate, by 25%, by the applicable interest rate, by the number of years from that pay period to the date of calculation.
3. The awards cover a time period that started on October 28, 2005. We could not go back further in time to capture the premium for those Sunday hours because of the Court's ruling on the applicable statute of limitations.
4. Be aware that the lawsuit does not include recovery for hours worked while a class member worked in any position other than Part-Time Field Representative or Part-Time Senior Field Representative. Hours worked while in Intermittent status are not covered by this lawsuit, nor are hours

worked as a “Field Supervisor” or “Lead Field Representative.” Because we have seen frequent title changes among members of the Class, we anticipate that some people who worked many more Sunday hours than their award would indicate were not a Part-Time Field Representative or Senior Field Representative during the entire period covered by the lawsuit.

Q: Will payments be made by direct deposit or by check in the mail?

A: If the Court grants final approval of the settlement, the Class Administrator will send class members their recovery by check in the mail.

Q: What do I do if my mailing address has changed?

A: Please send notice of your new address information IMMEDIATELY to [aboop@altermanboop.com](mailto:aboop@altermanboop.com) with the words “Change of Address” in the subject line of the email.

Q: What if I have questions not answered here?

A: Please feel free to email additional questions to [aboop@altermanboop.com](mailto:aboop@altermanboop.com) with “Sunday Premium Pay” in the subject line and we will do our best to answer your questions or a similar one on the website. Due to the large number of class members, we are not able to address your questions individually either by telephone or by email. Also, to ensure there is a timely response to questions, you must put “Sunday Premium Pay” in the subject line, which is what will be used to filter all the questions which come in.