IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

EPHRAIM GREENBERG, ***individually on behalf of himself, and on behalf of all others similarly situated,*** **Plaintiff,** **- versus -** **CAROLYN W. COLVIN,** ***in her official capacity as Acting Commissioner of the Social Security Administration,*** **and THE SOCIAL SECURITY ADMINISTRATION,** **Defendants.**	**Case No. 1:13-cv-01837-RMC**

THE PARTIES' JOINT NOTICE
RE-SUBMITTING THEIR SETTLEMENT AGREEMENT

Pursuant to the Court's instruction at the status conference held on March 26, 2015, Plaintiffs and Defendants, through their respective counsel, hereto jointly re-submit the Settlement Agreement ("Agreement") reached in the above-referenced matter, for the Court's preliminary approval. Notably, per the Court's suggestions and the Parties' acquiescence, the re-submitted Agreement now sets the Opt-out Date as 45 days – instead of 30 days – after the Court preliminarily approves the Agreement, and omits the "Instructions" and the "POMS" as exhibits to the Agreement. A new version of the Settlement Agreement that is executed by the Parties and that reflects these changes is appended hereto.

[The remainder of this page is purposefully blank; the signature page follows.]

Respectfully submitted,

PLAINTIFF EPHRAIM GREENBERG, individually and on behalf of all others similarly situated,

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Dated: March 30, 2015

CERTIFICATE OF SERVICE

I hereby certify that, on the 30th day of March, 2015, I caused the foregoing to be electronically filed using the Court's CM/ECF system, which will then send a notification of such filing (NEF), to the following counsel for the Defendants:

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

EPHRAIM GREENBERG, ***individually on behalf of himself, and on behalf of all others similarly situated,*** **Plaintiff,** **- versus -** **CAROLYN W. COLVIN,** ***in her official capacity as Acting Commissioner of Social Security,*** **and THE SOCIAL SECURITY ADMINISTRATION,** **Defendants.**	**Case No. 1:13-cv-01837-RMC**

SETTLEMENT AGREEMENT

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TABLE 1
(List of Exhibits Discussed In This Settlement Agreement)

Ex. #	*Exhibit Name or Description*
1	Detailed Notice of Proposed Class Action Settlement For Internet Posting (to be posted on the *Greenberg* Lawsuit Website)
2	Notice of Proposed Class Action Settlement (to be mailed to Class Members)
3	Settlement Claim Review request form
4	Opt-Out form

This is an agreement to settle a class action lawsuit brought by Ephraim Greenberg on behalf of himself and other persons similarly situated against the defendants named in the lawsuit. The defendants are the United States Social Security Administration and Carolyn W. Colvin, in her official capacity as Acting Commissioner of Social Security. The lawsuit claims that the defendants improperly reduced Social Security old age, survivors, and/or disability insurance benefits payments to persons, by applying the Social Security Act's Windfall Elimination Provision if the person received old age benefits from the National Insurance Institute of Israel.

SECTION I - RECITALS:

The purpose of the Recitals, which are numbered R.1 through R.6, is to provide the readers of this Settlement Agreement with background, including information about the lawsuit that led to the Settlement Agreement and the basis for entering into a Settlement Agreement. All capitalized terms in these Recitals are defined in Section II below.

R.1 On November 21, 2013, the Named Plaintiff, Ephraim M. Greenberg, commenced the Lawsuit by filing a class action complaint in the United States District Court for the District of Columbia.

R.2 The Complaint alleges that:

- Defendants instituted a policy and/or engaged in a practice that treats the NII Old Age Benefits (that is, Old Age Benefits from the National Insurance Institute of Israel) as a "two-tiered" pension. Because of that policy or practice, Defendants have misapplied and continue to misapply the Windfall Elimination Provision in the Social Security Act to reduce the benefits of

persons receiving federal Old Age, Survivor, and/or Disability Benefits because they also received NII Old Age Benefits.

- Defendants' interpretation and implementation of the Windfall Elimination Provision is unlawful. Neither a person's entitlement to NII Old Age Benefits, nor the amount of those benefits to which s/he is entitled, is dependent on the person's work history or prior earnings, if any.
- Defendants' institution and application of the aforementioned policy and/or practice, and resulting reduction of Social Security Retirement Benefits payments was, and is, in violation of the Social Security Act, and/or regulations promulgated under it, because NII Old Age Benefits are not based on employment.

R.3 Defendants have considered the allegations in the Complaint. As a result, Defendants have come to agree with Named Plaintiff's position as set out in the Complaint that the Windfall Elimination Provision should not be applied to reduce a person's Social Security Retirement Benefits payments because s/he receives NII Old Age Benefits.

R.4 In an Order and Opinion dated August 8, 2014, the Court:

- certified this case as a class action for settlement purposes under Federal Rule of Civil Procedure 23(b)(3);
- defined the persons who are in the Class that can benefit from this Settlement Agreement, subject to its final approval by the Court; and,
- appointed the law firm of Kelley Drye & Warren LLP as the lawyers to represent all the members of the Class in the Lawsuit.

R.5 The Parties have conducted discussions and arm's length negotiations with respect to a compromise and settlement of the Lawsuit with a view to settling the issues in dispute and furnishing relief consistent with the interests of the Named Plaintiff and the Class Members.

R.6 The Parties desire to resolve amicably the claims raised in the Action in order to avoid the substantial expense, inconvenience, delay, and distraction of protracted litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that, in consideration of the benefits flowing to each of the Parties from this Settlement Agreement, each Party agrees as follows:

SECTION II - DEFINITIONS:

As used in this Settlement Agreement:

1. "Act" or "Social Security Act" means the Social Security Act, Pub. L. 74–271, 49 Stat. 620 (Aug 14, 1935), as amended, *codified at* 42 U.S.C. § 301, *et seq.*

2. "Action" means the litigation in the civil action captioned *EPHRAIM M.* GREENBERG, individually on behalf of himself, and on behalf of all others similarly situated, v. *CAROLYN W. COLVIN*, in her official capacity as Acting Commissioner of Social Security, and *THE SOCIAL SECURITY ADMINISTRATION*, 1:13-cv-01837-RMC (U.S. Dist. Ct. for the Dist. of Columbia).

3. "Beneficiary" or "beneficiaries" means a person or persons, or his/her Representatives Payee(s) as provided under the Act who has received or is receiving OASDI Benefits payment(s), or, if such person(s) is deceased, the estate or heirs of such person(s), as applicable.

4. "*Berger* Decision" refers to the decision issued by the Social Security Administration Appeals Council on September 3, 2004, determining that NII Old Age Benefits received by Mr. Jerome Berger did not trigger the WEP because NII Old Age Benefits are based solely on residency status and contributions into the NII system, and are not based on employment.

5. "Class Counsel" means the law firm of Kelley Drye & Warren LLP, which has been appointed by the Court to represent the Class Members in the Action.

6. "Class," for purposes of this Settlement Agreement, is comprised of every person who is a Beneficiary and who either:

(a) has had his or her OASDI Benefits payment(s) reduced by SSA since September 3, 2004, through application of the WEP based on his or her receipt of NII Old Age Benefits, or,

(b) been assessed an Overpayment(s) by SSA since September 3, 2004, through application of the WEP based on his or her receipt of NII Old Age Benefits.

The Class is a plaintiff class under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

7. "Class Member(s)" means member(s) of the Class.

8. "Complaint" means the class action complaint that Named Plaintiff caused to be filed in the Action on or about November 21, 2013.

9. "Court" means the United States District Court for the District of Columbia.

10. The "Commissioner," means Defendant Carolyn W. Colvin, the Acting Commissioner of Social Security, in her official capacity, and/or her successors, if any.

11. "Defendants" means the Commissioner and the SSA.

12. "Detailed Notice of Proposed Class Action Settlement For Internet Posting" means the document that is attached as Exhibit 1 of this Settlement Agreement.

13. "Fairness Hearing" means the requisite hearing that the Court must schedule pursuant to Federal Rule of Civil Procedure 23(e) to determine that the Settlement Agreement is adequate, fair and reasonable to the Class as a whole, and at which the Court may afford Class Members an opportunity to object to or comment on the terms of the Settlement Agreement and/or the application for attorney fees to be submitted by Class Counsel.

14. "Final Order" means the judgment and accompanying order(s) of the Court (i) granting final approval of this Settlement Agreement in this Action, as it may be amended by the Parties or the Court, and (ii) determining whether and to what extent Class Counsel shall be awarded attorney fees.

15. "Greenberg Lawsuit Toll-free Numbers" refers to the toll-free telephone numbers described in Section III, Article 2.7 of this Settlement Agreement.

16. "Greenberg Lawsuit Website" refers to the webpage(s) of SSA's official website described in Section III, Articles 2.5 and 2.6 of this Settlement Agreement.

17. "Instructions" means the Operations Bulletin which provides the internal SSA instructions for processing cases involving the WEP from the settlement of this Action.

18. "Lawsuit" has the same meaning as Action.

19. "Lead Attorney for Class Counsel," means Ira T. Kasdan, Esq. of the law firm of Kelley Drye & Warren LLP, or his designated colleague from the same law firm.

20. "Member" has the same meaning as Class Member.

21. "Members" has the same meaning as Class Members.

22. "Named Plaintiff" refers to Ephraim M. Greenberg.

23. "NII" means National Insurance Institute of Israel.

24. "NII Old Age Benefits" means, as described on the NII website[1] on August 27, 2014 as follows: insurance benefits paid by NII to "Israeli residents [who] are eligible for an old-age pension when they reach the age specified in [Israel's] National Insurance Law, provided that they were insured for the period of time required by the law and that insurance contributions were duly made for them."

25. "Notice of Proposed Class Action Settlement" means the document that is attached as Exhibit 2 of this Settlement Agreement.

26. "OASDI Benefits payment(s)," means Old Age, Survivors, and/or Disability Insurance payments paid by SSA to Class Members under Title II of the Social Security Act.

27. "Old Age Benefits from NII" has the same meaning as NII Old Age Benefits.

28. "Opt-out Deadline" is 11:59 p.m. United States of America Eastern Standard Time (EST) on that date which comes seventy-five (75) calendar days after the Preliminary Approval Date.

29. "Overpayment" means any determination by SSA that a Beneficiary has been overpaid an OASDI Benefits payment(s) and that the recipient would have to repay the overage and/or that the overage would be subtracted from OASDI Benefits payment(s) or other benefits.

30. "Party" refers to one or the other of the following individually: the Named Plaintiff, the Class Members, or Defendants.

31. "Parties" refers to the Plaintiffs and Defendants collectively.

32. "Plaintiffs" refers to the Named Plaintiff and the Class Members.

33. "Policy" means the policy instituted by SSA and/or the Commissioner, and/or the practice conducted by SSA and/or the Commissioner, that treats NII Old Age Benefits as a "two-

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[1] *See http://www.btl.gov.il/English%20Homepage/Benefits/Old%20Age%20Insurance/pages/default.aspx*

tiered" pension, *i.e.*, based at least in part, on the recipients' earnings in employment. The Policy is set forth in at least two SSA Operations Bulletins, OB 10-0065 and OB 06-0593.

33.1 "POMS" is the Program Operations Manual System circular, GN 00307.290, entitled "Evidence of Foreign Pensions and the Windfall Elimination Provision (WEP)."

34. "Potential Class Members Identified By Class Counsel" means those persons who, as of the date described in Section III, Article 2.1 of this Settlement Agreement, have contacted Class Counsel and indicated that they potentially meet the definition of the Class.

35. "Potential Class Members Identified By SSA" means those persons who SSA identifies as a result of running the query of its computerized database as described in Section III, Article 2.2 of this Settlement Agreement.

36. "Preliminary Approval Date" means the date on which the Court preliminarily approves this Settlement Agreement.

37. "Released Claims" means any and all claims asserted in the Complaint by and/or on behalf of the Plaintiffs, and claims related to the subject matter of this litigation that could have been asserted in the Complaint.

38. "Released Parties" means Defendants, their predecessors, successors, departments, agencies, past or present agents, employees and contractors.

39. "Releasing Parties" means Plaintiffs on behalf of themselves, their heirs, executors, administrators, representatives, successors, assigns, agents, affiliates, and partners, and any persons they represent. Nothing in this definition shall be interpreted to contravene 42 U.S.C. § 407 prohibiting transfer or assignment of claims or benefits.

40. "Representative Payee(s)" means a person who has been selected or appointed to receive OASDI Benefits payments on behalf of any Beneficiary pursuant to the Act and its regulations.

40.1. "Settlement Agreement Rider" means that agreement among the Parties being executed contemporaneously with this Settlement Agreement. The Settlement Agreement Rider provides in pertinent part Attachments A and B thereto are incorporated by reference into this Settlement Agreement. Attachment A to the Settlement Agreement Rider consists of the Instructions. Attachment B to the Settlement Agreement Rider consists of POMs referenced in Section III, Art. 3, § 3.3 of this Settlement Agreement, below.

41. "Settlement Claim Review" means the process by which SSA determines, among other things, whether a person is a Class Member, the person has not excluded himself or herself from the Class and this Settlement Agreement pursuant to the opt-out procedures provided by this Settlement Agreement, and whether and to what extent the person is eligible for any payments provided for under Section III, Article 4 of this Settlement Agreement.

42. "Settlement Agreement" means this Settlement Agreement that is being submitted to the Court for preliminary approval and then later final approval subject to the issuance by the Court of a Final Order once the Court determines that the Settlement Agreement is adequate, fair, reasonable, equitable and just to the Class as a whole after conducting the Fairness Hearing.

43. "Social Security Retirement Benefits payments" has the same meaning as OASDI Benefits payments.

44. "SSA" means Social Security Administration, one of the Defendants in the Action.

45. "WEP" has the same meaning as the Windfall Elimination Provision.

46. "Windfall Elimination Provision" refers to Section 113 of the Social Security Amendments of 1983, Pub. L. 98-21, 97 Stat. 65 (Apr. 20, 1983), as amended, (codified at 42 U.S.C. §§ 415(a)(7), 415 (d)(3), and 415(f)(9)), and/or 20 C.F.R. § 404.213.

SECTION III - TERMS:

Article 1
(The Class)

1.1 The Court has certified this action as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure and has defined the Class as:

> "comprised of every person who is a Beneficiary and who either:
>
> (a) has had his or her OASDI Benefits payment(s) reduced by SSA since September 3, 2004, through application of the WEP based on his or her receipt of NII Old Age Benefits, or,
>
> (b) been assessed an Overpayment(s) by SSA since September 3, 2004, through application of the WEP based on his or her receipt of NII Old Age Benefits.
>
> The Class is a plaintiff class under Rule 23(b)(3) of the Federal Rules of Civil Procedure."

1.2 Upon final approval by the Court of this Settlement Agreement, its terms (subject to amendment, if at all, by the Parties in accordance with a Court order, if any) shall be binding on all Class Members; *provided, however*, that those Class Members who timely and properly exclude themselves from the Class and this Settlement Agreement pursuant to the opt-out procedures set forth in Section III, Article 6 of this Settlement Agreement, shall not be bound by the terms of this Settlement Agreement or any of the orders of the Court in the Action.

1.3 SSA and Class Counsel shall cooperate with each other and use their best reasonable efforts to obtain the fullest possible participation in the Settlement Agreement

of all qualified persons who are eligible to participate in this Settlement Agreement and who do not exclude themselves from the Class and Settlement Agreement.

Article 2
(Identification of Potential Class Members; Notice to Class Members)

2.1 Class Counsel has compiled and provided to SSA a list of all "Potential Class Member(s) Identified By Class Counsel," that is, all persons who have contacted Class Counsel and indicated that s/he possibly meets the definition of the Class. This list contained identifying information, including (but only to the extent available to Class Counsel) full name, date of birth, social security number, and his or her most recent mailing address to enable SSA to identify the person.

2.2 Within five (5) business days after preliminary approval by the Court of this Settlement Agreement, SSA shall complete a query of its computerized database to identify all persons who may satisfy the definition of the Class, including those individuals identified by Class Counsel pursuant to Section III, Article 2.1 of this Agreement. The persons identified by this query are known as "Potential Class Members Identified By SSA." If SSA determines as a result of its query that an individual on the list provided by Class Counsel does not satisfy the definition of the Class, Counsel for SSA shall inform Class Counsel of that finding. Such individual shall not be included on the mailing list described in Section III, Article 2.3. In the event that Class Counsel disagrees with SSA's finding that the individual does not satisfy the definition of the Class, the Parties shall seek to resolve the disagreement informally. If the Parties cannot resolve the dispute informally, they shall follow the dispute resolution procedures described in Section III, Article 13.

2.3 Within seven (7) business days after SSA completes its query pursuant to Section III, Article 2.2 of this Agreement, SSA shall prepare and provide to Lead Attorney for Class Counsel a mailing list. That mailing list shall contain the names of each Potential Class Member Identified By SSA, the most recent mailing address for each such person in SSA's records, and other pertinent contact and identifying information for each such person in SSA's records (such as the person's most recent telephone number). The mailing list, and any other information, regardless of the method or mode of transmission, containing beneficiaries' personally identifiable information, shall be subject to the September 2, 2014, Protective Order filed in this case.

2.4 Within seven (7) business days after SSA provides the mailing list to Class Counsel pursuant to Article 2.3 of this Agreement, SSA shall send a copy of the Notice of Proposed Class Action Settlement in the form attached hereto as Exhibit 2 (subject to modification and approval by the Court) to each person on the mailing list described in Section III, Article 2.3 of this Settlement Agreement for whom SSA has a valid mailing address. SSA shall include in each mailing a copy of the Settlement Claim Review request form, Exhibit 3 hereto, and a copy of the Opt-Out form, Exhibit 4 hereto. These mailings shall be at SSA's own expense.

2.5 At its own expense, SSA shall dedicate and maintain webpage(s) on its official website, www.socialsecurity.gov, for the purpose of hosting information pertaining to the Lawsuit and the Settlement Agreement. These webpage(s) are referenced in this Settlement Agreement as the "Greenberg Lawsuit Website." SSA shall establish and make the Greenberg Lawsuit Website viewable to the public within ten (10) business days after the Preliminary Approval Date, and SSA shall keep the Greenberg Lawsuit Website operational and accessible to

the public from that date until such date as the Parties mutually agree that SSA may take down the Greenberg Lawsuit Website, *provided that* if the Parties cannot reach a mutual agreement, they shall follow the dispute resolution procedures described in Section III, Article 13.

2.6 The Greenberg Lawsuit Website shall serve to provide Class Members (and the public) important information related to the Lawsuit by posting on that website on a rolling basis as appropriate the information and documents listed on Appendix A to this Settlement Agreement.

2.7 Within ten (10) business days after the Preliminary Approval Date, SSA shall establish and operate, at its own expense, toll-free numbers (access charges may apply to calls made from outside the United States) to which Class Members and other persons (including persons who believe they might be Class Members) can call to ask questions about the Action and Settlement Agreement and to request a Settlement Claim Review described in Section III, Article 5 of this Settlement Agreement. These toll-free numbers are referenced in this Settlement Agreement as the "Greenberg Lawsuit Toll-free Numbers." SSA shall implement and follow the protocols pertaining to the Greenberg Lawsuit Toll-free Numbers set out in the Instructions. SSA shall keep the Greenberg Lawsuit Toll-free Numbers operational from the aforementioned date until such date as the Parties mutually agree that it may be discontinued, *provided that* if the Parties cannot reach a mutual agreement, they shall follow the dispute resolution procedures described in Section III, Article 13.

2.8 Within ten (10) business days after the Preliminary Approval Date, Named Plaintiff, through Class Counsel, shall contact Agudath Israel of America and the Association of Americans and Canadians in Israel and request that each entity:

(a) post on its website, to the extent it has one, (i) a copy of this Settlement Agreement, and (ii) a copy of the Notice of Proposed Class Action Settlement; and,

(b) otherwise notify its membership who may be Class Members to visit Greenberg Lawsuit Website or to call the Greenberg Lawsuit Toll-free Numbers about the Lawsuit and the Settlement Agreement.

2.9 If SSA or Named Plaintiff (through Class Counsel) needs to make a significant adjustment to deadlines set out in this Article 2, either due to changes required by the Court or due to currently unknown facts or unanticipated circumstances, the lead attorney for SSA shall notify the Lead Attorney for Class Counsel or the Lead Attorney for Class Counsel shall notify the lead attorney for SSA, as the case may be, and explain the facts or circumstances for the need for such adjustment. The lead attorney for the Party who receives any such notice may notify the lead attorney for the Party who provided the notice of any concerns about the adjustment, and the Parties shall then seek to resolve these concerns amicably. If, in the view of the attorney for the Party who has received the notice, the Party who provided the notice does not adequately respond to the concerns, the lead attorneys for each Party will follow the dispute resolution procedures described in Section III, Article 13.

Article 3
(Settlement Consideration From Defendants: Defendants' Rescission Of the Practice of Applying WEP to NII Old Age Benefits)

3.1 Effective on the date of the Final Order or on an earlier date to be agreed upon by the Parties, Defendants shall rescind the practice of applying WEP to NII Old Age Benefits, and

accordingly cease all collection efforts on Overpayments, and no longer reduce Social Security Retirement or Disability Benefits on account of a person's receipt of NII Old Age Benefits.

3.2 Within ten (10) business days after the Preliminary Approval Date, SSA shall issue the Instructions to all relevant SSA personnel. The Instructions shall reflect and implement the relief set forth in Section III, Article 3.1 of this Settlement Agreement.

3.3 At a date to be agreed upon by the Parties or no later than four (4) business days after the date of the Final Order, SSA shall issue the POMS.

Article 4
(Settlement Consideration From Defendants:
Payments to Eligible Class Members)

4.1 SSA shall provide the relief set forth in this Article 4 to each Class Member, provided that the Class Member meets the eligibility requirements set forth herein. **Class Members who exclude themselves from the Class and the Settlement Agreement pursuant to the opt-out procedures set forth in Section III, Article 6 of this Settlement Agreement shall not be entitled to the relief set forth in this Article 4.**

4.2 SSA shall review each eligible Class Member's file and record, and calculate and issue a payment to each eligible Class Member for:

(a) the full amount of all reductions, if any, that SSA made to the Class Member's OASDI Benefits payment(s) since September 3, 2004, through application of the WEP based on his or her receipt of NII Old Age Benefits,

(b) ***and,*** the full amount of any collections, if any, that SSA has made for any Overpayment(s) that have been assessed since September 3, 2004, against the Class Member through application of the WEP based on his or her receipt of NII Old Age Benefits,

(c) ***less***, the percentage, if any, of the amounts described in (a) and (b) that the Court awards to Class Counsel as attorney fees.

In the course of SSA's review of each eligible Class Member's file and record, SSA may make other adjustments in accordance with its statutes, regulations, and policies.

4.3 For each eligible Class Member, SSA shall review each Class Member's file and record, rescind all Overpayments that have been assessed since September 3, 2004, against the Class Member through application of the WEP based on his or her receipt of NII Old Age Benefits, and SSA shall cease all collection efforts on those Overpayments. In the course of SSA's review of each eligible Class Member's file and record, SSA may make other adjustments in accordance with its statutes, regulations, and policies.

4.4 For a Class Member to be eligible for a payment pursuant to Section III, Article 4.2 of this Settlement Agreement, the Class Member is required to:

(a) remain a part of the Class and the Settlement Agreement (or, put in other words, the Class Member cannot exclude himself from the Class or the Settlement Agreement pursuant to the "opt-out" procedures set forth in Section III, Article 6 of this Settlement Agreement);

(b) commence the Settlement Claim Review process, as provided for in Section III, Article 5 of this Settlement Agreement; and,

(c) satisfy all pertinent criteria provided for under the Social Security Act or any regulations promulgated pursuant to the Social Security Act. (By way of example, even though SSA shall no longer apply the WEP on account of the Class Member's receipt of NII Old Age Benefits, there may be some reason under the Social Security Act or regulations promulgated under it which precludes entitlement to OASDI benefits payment in question for the Class Member, and, in that case due to that reason, the Class Member may not receive any refund, or only a partial payment under Section III, Article 4.2 this Settlement Agreement.)

4.5 Except as otherwise may be provided for in this Settlement Agreement, SSA shall use all reasonable efforts to complete the development and review of each eligible Class Member's file and records, and make the payments to the Class Member provided for by this Settlement Agreement, if applicable, within one hundred twenty (120) calendar days of receiving all requested information from that Class Member. In no event, however, shall SSA afford any relief required by Section III, Article 4 of this Settlement Agreement before the entry of the Final Order.

4.6 SSA shall transmit the payments for attorney fees to Class Counsel by way of an Electronic Funds Transfer in accordance with instructions to be provided to SSA by Class Counsel. Class Counsel will complete the required forms and provide the information requested by SSA necessary for SSA to process payment. SSA will release payments to Class Counsel on a rolling basis as cases are adjudicated. SSA shall notify the Lead Attorney for Class Counsel in writing if SSA learns that there will be a delay in the release of attorney fees to Class Counsel. Any disagreement concerning any such delay is subject to the dispute resolution process in Section III, Article 13 of this Settlement Agreement.

Article 5
(The Settlement Claim Review Process)

5.1 For a Class Member to be eligible to receive a payment from SSA pursuant to Section III, Article 4 of this Settlement Agreement, the Class Member must timely request a Settlement Claim Review from SSA as provided for in this Article 5, in addition to satisfying any other eligibility requirements provided for in this Settlement Agreement.

5.2 To request a Settlement Claim Review from SSA, the Class Member must contact SSA to request a Settlement Claim Review by either: (a) calling one of the Greenberg Toll-free Numbers and requesting a Settlement Claim Review or (b) completing and mailing to SSA the

Settlement Claim Review request form, a copy of which is attached hereto as Exhibit 3, to SSA. A copy of the Settlement Claim Review request form will be attached to the "Notice of Proposed Class Action Settlement." Requests for a Settlement Claim Review that are mailed must be addressed to: Social Security Administration, Attn: Greenberg Lawsuit, Request for Settlement Claim Review, Office of International Operations, PO Box 33001, Baltimore, Maryland 21290-3001 USA. Class Counsel may, with the permission of a Class Member, make a request for a Settlement Claim Review from SSA on behalf of that Class Member.

5.3 For a request for a Settlement Claim Review to be timely, the Class Member must make the request no later than on or before that day which comes two years after the Opt-Out Deadline. Requests for a Settlement Claim Review that are not post-marked by that date shall be considered to be untimely and not subject to Class relief.

5.4 Requests for a Settlement Claim Review not made in accordance with the procedures or within the timeframe set forth in Section III, Articles 5.1 through 5.3 of this Settlement Agreement shall be untimely and not subject to Class relief.

5.5 Upon receipt of a Class Member's request for a Settlement Claim Review, SSA shall follow those provisions of the Instructions pertaining to the Settlement Claim Review Process with respect to the Class Member.

5.6 (a) Nothing in this Agreement shall prevent a Class Member from exercising his or her rights, if any, to seek review from SSA pursuant to 42 U.S.C. § 405(b) (and any regulations related thereto) or from a court pursuant to 42 U.S.C. § 405(g) regarding the amount of the payment calculated pursuant to Section III, Article 4 of this Settlement Agreement. These rights, if any, are in addition to, and not to the exclusion or prejudice of, any other review or dispute resolution right or procedure that this Settlement Agreement may provide.

(b) Nothing in this Settlement Agreement obligates Class Counsel to provide representation in a proceeding commenced pursuant to 42 U.S.C. § 405(b) (and any regulations related thereto) or 42 U.S.C. § 405(g) for review of the amount of the payment made to the Class Member pursuant to Section III, Article 4 of this Settlement Agreement.

Article 6
(Class Members' Right To Be Excluded From
The Class and Settlement; Opt-out Procedures)

6.1 Each Class Member has the right to exclude himself or herself from the Class and this Settlement Agreement, subject to the provisions of this Article 6.

6.2 To exercise that right, a Class Member must timely and properly complete and mail the "Opt-Out" form to Kelley Drye & Warren LLP, Attn: Greenberg Lawsuit Opt-out, 3050 K Street, N.W., Suite 400, Washington, DC 20007-5108 USA. A copy of the Opt-Out form is attached hereto as Exhibit 4. A copy of the Opt-Out form will be included with the Notice of Proposed Class Action Settlement mailed to Class Members.

6.3 To be proper and timely, a Class Member's "Opt-Out" form must be completed fully and postmarked or received at the address noted in Section III, Article 6.2, above, on or before the Opt-Out Deadline. If the Class Member is represented by counsel, the Opt-Out form must also be signed by the attorney who represents the Class Member; an Opt-Out form signed by counsel alone shall not be sufficient. Opt-Out forms submitted on a "mass" or "classwide" basis are not allowed.

6.4 No later than five (5) business days following the Opt-Out Deadline, Lead Attorney for Class Counsel shall provide SSA with copies of all Opt-Out forms received by Class Counsel.

6.5 Except for those Class Members who have timely and properly excluded themselves from the Class and this Settlement Agreement, all Class Members shall be deemed to

be a member of the Class and this Settlement Agreement and be bound by the terms of this Settlement Agreement. Any Class Member who elects to exclude himself or herself from the Class and the Settlement Agreement as provided for in this Article 6 shall not: (a) be bound by any orders or judgments entered in this Action; (b) be entitled to any relief under this Settlement Agreement (except as to the rescission relief as provided in Section III, Article 3.1 of this Settlement Agreement); or (c) be entitled to object to any aspect of this Agreement.

Article 7
(Class Members' Right To Submit Objections
And Comments; Objection And Comment Procedure)

7.1 Each Class Member who has not excluded himself or herself from the Class and this Settlement Agreement as provided in Section III, Article 6 of this Settlement Agreement shall have the right to submit an objection and/or comments regarding approval of the settlement embodied in this Settlement Agreement or any of its terms, and/or Class Counsel's application for attorney fees.

7.2 For an objection or comments to be considered by the Court, the objection or comments must be in writing, and it must include: (a) the full name and current address and telephone number of the Class Member; (b) any and all objections or comments asserted by the Class Member and the reasons therefor, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (c) the Class Member's signature, and if represented by counsel, the signature of the attorney representing the Class Member (an objection or comments signed by counsel alone shall not be sufficient).

7.3 Class Members submitting objections or comments who also wish to appear at the Fairness Hearing and seek to orally present their objections or comments to the Court must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice of Proposed Class Action Settlement. Only Class Members who specify in their

objections or comments that they intend to appear at the Fairness Hearing shall have the right to present their objections or comments orally at the Fairness Hearing, and only if the Court, in its sole discretion, believes that such oral presentation is appropriate and/or necessary.

7.4 A Class Member's objection or comments, and any notice of intent to appear at the Fairness Hearing, must be post-marked and mailed to each of the following by no later than the Opt-Out Deadline:

The Court	**Class Counsel**	**SSA**
Clerk of the Court, United States District Court for the District of Columbia 333 Constitution Ave., N.W., Washington, DC 20001 USA.	Ira T. Kasdan, Esq. KELLEY DRYE & WARREN LLP 3050 K Street, N.W., Suite 400 Washington, DC 20007 USA	Etzion Brand, Esq. Office of the General Counsel, Social Security Administration 6401 Security Blvd., Room 617 Baltimore, MD 21235 USA

7.5 Class Members who fail to file and serve written objections or comments timely and properly as set forth in this Article 7 and in the Notice of Proposed Class Action Settlement shall be deemed to have waived any objections or comments and shall not be heard at the Fairness Hearing and shall be foreclosed from making any objections or comments (including by appeal or otherwise) to the certification of the Class, approval of the settlement embodied in this Settlement Agreement or any of its terms, and/or Class Counsel's application for attorneys' fees.

Article 8
(Reporting; Audit; Fairness Hearing; Attorney Fees)

8.1 Upon request by Class Counsel, SSA shall provide the summary earnings information from SSA's Master Earnings File, and information submitted by the Class Member, used to determine the Class Member's payment under Section III, Article 4 of this Settlement Agreement, to Class Counsel. Any such documents provided under Section III, Article 8 of this Settlement Agreement, irrespective of a specific designation marking such document as private or confidential, shall remain subject to the September 2, 2014, Protective Order filed in this case.

The Parties will act in good faith in ensuring that the number of requests is reasonable, and that the responses to those requests are provided in a reasonable time and manner. Any disagreement concerning the reasonableness of the number of requests is subject to the dispute resolution process in Section III, Article 13 of this Settlement Agreement.

8.2 Class Counsel may choose to audit the accuracy of the calculations and assessments, and the bases therefore, reported by SSA to the Lead Attorney for Class Counsel, as provided for in Section III, Article 8.1 of this Settlement Agreement. Class Counsel will have 60 calendar days from the date of receipt of the letter notifying the Class Member of an adjustment to his or her benefits to request an audit. Class Counsel may engage, at its own expense, a third-party to conduct this audit. Before retaining such third-party, Class Counsel shall provide to SSA their name(s), address(es), and phone number(s). SSA shall have the right to reasonably object to any such third-party before they are retained by Class Counsel. The Court shall be the final arbiter of any dispute between SSA and Class Counsel regarding the selection and retention of the third-party.

8.3 If the audit described in Section III, Article 8.2 of this Settlement Agreement is performed, SSA shall cooperate with the efforts of Class Counsel to conduct the audit, including providing information, as described in Section III, Article 8.1, to Class Counsel that might be requested from SSA pursuant to the audit.

8.4 In the event that the audit shows discrepancies or inaccuracies in any of SSA's assessments or calculations regarding whether or to what extent a Class Member is entitled under Section III, Article 4 of this Settlement Agreement, SSA and Class Counsel shall work to assess the discrepancy and inaccuracy and, if possible, to resolve it.

8.5 Subject to the Court's convenience and schedule, the Parties shall request the Court to set the date of the Fairness Hearing to be fourteen (14) calendar days after the Opt-out Deadline. Class Counsel shall file its application for an award of attorney fees by not less than forty-five (45) calendar days prior to the Fairness Hearing, in which it asks the Court to award it attorney fees up to twenty five percent (25%) of the total amount that SSA pays to each Class Member. If the Court approves the award, SSA shall reduce any money paid to a Class Member by the percent set by the Court.

8.6 The Parties shall jointly request that the Court address and decide, at the Fairness Hearing, the attorney fees and costs to be awarded to Class Counsel, if any.

8.7 All the Parties shall use their best efforts to meet all of the timeframes and deadlines pertaining to actions that they must take, as the case may be, set forth in this Settlement Agreement. To the extent any Party anticipates being unable to meet such timeframes or deadlines, the lead attorney(s) for that Party shall promptly notify the lead attorney(s) for the other Party of any anticipated difficulties in adhering to the deadlines and timeframes. The Court shall be the final arbiter of any disputes between the Parties regarding adherence to deadlines and timeframes.

Article 9
(Cooperation with Lead Class Counsel)

9.1 SSA shall designate an individual who will serve as a point of contact for Lead Attorney for Class Counsel. Said individual shall act in good faith to address any inquiries from Lead Attorney for Class Counsel related to the implementation of this Settlement Agreement.

9.2 SSA shall provide to Lead Attorney for Class Counsel an advance copy of any draft POMS and instructions in implementation of both (i) this Settlement Agreement and (ii) the Court's Final Order. Lead Attorney for Class Counsel will provide comments, if any, to SSA,

within five (5) business days of receiving the draft. SSA will consider Lead Attorney for Class Counsel's comments in good faith and will seek to resolve these dispute(s) amicably. In the event that SSA and Lead Attorney for Class Counsel are unable to resolve the dispute(s), they will follow the dispute-resolution procedures set out in Section III, Article 13 of this Settlement Agreement.

9.3 SSA shall at its own expense provide Lead Attorney for Class Counsel with timely notification of:

(a) completion of each of SSA's responsibilities as set out in Section III, Articles 2 through 4 of this Settlement Agreement;

(b) the aggregate number of Notices of Proposed Class Action Settlement sent to individuals pursuant to Section III, Article 2.4 of this Settlement Agreement;

(c) the names and addresses of individuals to whom the Notices of Proposed Class Action Settlement have been returned as undeliverable (or for any such other similar reason the Notice is returned); and

(d) the names and addresses of individuals who call the Greenberg Lawsuit Toll-free Numbers and claim that he/she believes that he/she is a potential Class Member, but has not received a Notice of Proposed Class Action Settlement in the mail pursuant to Section III, Article 2.4 of this Settlement Agreement.

Article 10
(Exclusive and Full Agreement)

10.1 The terms of this Settlement Agreement and any exhibits and appendices thereto are the exclusive and full agreement of the Parties with respect to all claims for relief by and to

Class Members as set forth in this Settlement Agreement and in the Complaint, subject to any amendments that may be required by the Court, and acceptable to the Parties, to obtain approval, and/or any modifications made pursuant to the terms of this Settlement Agreement. No representations or inducements or promises to compromise this Action or enter into this Settlement Agreement have been made, other than those recited or referenced in this Settlement Agreement.

Article 11
(Contingencies)

11.1 The Parties agree that the terms of this Settlement Agreement are adequate, fair and reasonable and that a Final Order regarding this Settlement Agreement is contingent upon such a finding by the Court.

11.2 Notwithstanding anything in this Agreement to the contrary, in the event that the Court materially modifies this Settlement Agreement in the Final Order, either Class Counsel, on behalf of Plaintiffs, or Defendants' counsel, on behalf of Defendants, may void this Settlement Agreement by giving notice in writing to the other Party within ten (10) business days of the Court's action, whereupon the Settlement Agreement and any actions taken thereunder shall be null and void and of no legal effect; *provided, however*, that the Parties shall immediately commence new good faith negotiations for the purpose of trying to agree upon another settlement agreement for re-submission to the Court for its approval.

11.3 Notwithstanding anything in this Settlement Agreement to the contrary, in the event of an appeal from the Final Order, SSA shall suspend implementation of the Settlement Agreement upon the request of Class Counsel, which suspension shall continue until all appeals are exhausted, unless Class Counsel requests SSA to resume implementation of this Settlement Agreement at some earlier time.

Article 12
(Entry of Order of Dismissal With Prejudice)

12.1 If, after the Fairness Hearing, the Court issues the Final Order that it deems adequate, fair and reasonable, the Court shall dismiss this action with prejudice, pursuant to the terms of this Settlement Agreement and Federal Rule of Civil Procedure 41(a)(2), except that the Court shall retain jurisdiction for the limited purposes described in this Settlement Agreement. The Court's order of dismissal shall incorporate the terms of the Final Order.

Article 13
(Retention of Jurisdiction by the Court; Dispute Resolution Procedures)

13.1 The Court will retain jurisdiction over this matter for the purposes of (a) enforcing the provisions of the Settlement Agreement to resolve any disputes, or in the event that one of the Parties claims (after following this Settlement Agreement's dispute resolution procedures below) that there has been a breach of the Settlement Agreement; (b) modifying the Settlement Agreement if jointly requested by the Parties pursuant to Section III, Article 14 and (c) entering any other order authorized by the Settlement Agreement.

13.2 Both Class Counsel and Defendants' counsel will make good faith efforts to amicably resolve any disputes under, or issues with regard to, the Settlement Agreement. If the Parties are not able to resolve matters, they will engage in good faith mediation discussions before a mediator designated by the Court, prior to seeking enforcement by the Court pursuant to this Article.

Article 14
(Modification of the Settlement Agreement)

14.1 At any time while the Court retains jurisdiction over this matter as described in Section III, Article 13, Plaintiffs and Defendants may jointly agree to modify this Settlement Agreement. Any request for modification must be in writing, signed by both Class Counsel and Defendants' counsel, and is subject to approval by the Court.

Article 15
(Effect of Change in Controlling Law)

15.1 A change in controlling law, *e.g.*, an amendment to the Social Security Act that is inconsistent with the terms of this Agreement, shall supersede the terms of this Agreement on a prospective basis only.

Article 16
(Release)

16.1 This Settlement Agreement fully and finally resolves all claims asserted in the Complaint and any and all claims related to the subject matter of this litigation that could have been asserted in the Complaint. Upon entry of the Final Order, and subject to Section III, Articles 11.2 and Articles 12 through 15 of this Settlement Agreement, the Releasing Parties shall be deemed to have, and by operation of the final judgment shall have, fully, finally and forever released, relinquished, discharged, and dismissed with prejudice the Released Parties of and from any and all of the Released Claims, and the Releasing Parties shall forever be barred and enjoined from bringing or prosecuting any Released Claim against any of the Released Parties. Nothing contained herein shall release the Commissioner or SSA of any obligations arising under this Settlement Agreement or under the Final Order.

Article 17
(No Waiver of Enforcement
of the Laws of the United States against Class Members)

17.1 This Settlement Agreement and any proceedings taken pursuant to it shall not be construed to waive, reduce or otherwise diminish the authority of the Defendants to enforce the laws of the United States against Class Members notwithstanding the terms of this Agreement, consistent with the Constitution and laws of the United States.

Article 18
(Additional Provisions)

18.1 The headings herein are used for the purpose of convenience only and are not intended to have legal effect.

18.2 The waiver by one Party of any breach of this Settlement Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

18.3 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

18.4 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.5 This Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized by the Parties that this Settlement Agreement is the result of arm's length negotiations between the Parties and that all Parties have contributed substantially and materially to the preparation of this Settlement Agreement.

18.6 All counsel and any other person executing this Settlement Agreement and any of exhibit(s) hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

18.7 Class Counsel and Defendants' counsel agree to cooperate fully with one another in seeking preliminary approval from the Court of the Settlement Agreement.

18.8 Class Counsel and Defendants' counsel, and the Parties, agree not to encourage any Class Member, non-profit agency, individual or attorney to challenge the Settlement Agreement or interfere with the process of obtaining preliminary or final approval of the Settlement Agreement from the Court.

[The remainder of this page is purposefully blank; the signature page follows.]

Respectfully submitted,

PLAINTIFF EPHRAIM GREENBERG, individually and on behalf of all others similarly situated,

BY: KELLEY DRYE & WARREN LLP

By: Ira Kasdan

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DEFENDANT CAROLYN W. COLVIN, in her official capacity as Acting Commissioner of Social Security, and DEFENDANT THE SOCIAL SECURITY ADMINISTRATION,

By: RONALD C. MACHEN JR.
(DC Bar # 447889),
United States Attorney

DANIEL F. VAN HORN
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Aparna.Srinivasan@ssa.gov

Dated as of March 30th 2015

So Ordered.

Dated: _____

_____

United States District Court Judge

Appendix A

The following information and/or documents shall be posted to the Greenberg Lawsuit Website on a rolling basis as appropriate:

(a) The Detailed Notice of Proposed Class Action Settlement For Internet Posting, a copy of which is attached hereto as Exhibit 1;

(b) a copy of the Complaint (as appropriately redacted to eliminate personal information such as social security numbers and the like);

(c) a copy of the Court's Opinion and Order in this Action dated August 8, 2014;

(d) a copy of this Settlement Agreement and a copy of the Settlement Agreement that the Court may finally approve;

(e) a copy of the Notice of Proposed Class Action Settlement;

(f) a copy of the Settlement Claim Review request form discussed in Section 5 of this Settlement Agreement;

(g) a copy of the "opt-out" form discussed in Section 6 of this Settlement Agreement;

(h) a copy of Class Counsel's application for an award of attorney fees;

(i) a copy of any response by SSA to Class Counsel's fee application;

(j) a notice of the Fairness Hearing and the date and time for which the Fairness Hearing it is scheduled;

(k) an announcement of the rescission of the Policy; and

(l) such other and additional notices, if any and upon agreement by both Parties, advising Class Members of future, important developments, orders, and deadlines relating to the Action and Settlement Agreement.

* * * * * * * *

EXHIBIT 1

United States District Court for the District of Columbia

If the Social Security Administration (SSA) reduced your benefits because you received old age benefits from the National Insurance Institute of Israel (NII), you could receive money from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A settlement for Class members has been proposed in a class action lawsuit against the United States Social Security Administration (SSA). The lawsuit claims that SSA wrongly reduced some payments for Social Security old age, survivors, and disability insurance benefits by applying the Windfall Elimination Provision (WEP) if a person received old age benefits from the National Institute of Israel (NII Old Age Benefits). As part of the settlement, SSA has agreed not to apply WEP due to receipt of NII Old Age Benefits.
- You may be a member of this Class if SSA applied the WEP to your NII Old Age Benefits on or after September 3, 2004. If you are a member of the Class, you may be eligible for a payment under the settlement.
- In order for SSA to determine if you are eligible for a payment, you must contact SSA to arrange for a review of your record.
- The United States District Court for the District of Columbia authorized this Notice. Before the settlement is effective, the Court will have a hearing to decide whether to approve it.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT:	
Ask SSA To Conduct A Settlement Claim Review	To determine if you are eligible for a payment under the settlement, you must contact SSA to arrange for a review of your record by calling one of the toll-free numbers set up by SSA that are listed in Section 23 of this Notice, or by completing and sending the enclosed "Settlement Claim Review" form to SSA. If you do not contact SSA, SSA may not review your record.
Exclude Yourself (also known as "opting-out")	You won't be part of the Class or the settlement if you send in the enclosed Opt-Out form. You won't get your record reviewed under the settlement. However, you will keep your right to make claims against SSA in another lawsuit or administrative proceeding.
Object	You can write to the Court about why you don't like the settlement.
Go To A Hearing	You can ask to speak in Court about the fairness of the settlement.
Do Nothing	You will be part of the Class and could have your record reviewed. However, you must contact SSA to start the review process. If you are part of the Class, you will give up your right, if any, to be part of any other lawsuit or administrative proceeding against SSA that includes the legal claims in this lawsuit.

These rights, options, and deadlines are explained in this Notice. You can review the proposed settlement agreement and get more information, at www.ssa.gov/greenberg or by calling one of the toll free numbers listed in Section 23 of this Notice (access charges may apply).

What This Notice Contains

BASIC INFORMATION ..... Pages 3-4
1. What is the purpose of this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement agreement?

WHO IS IN THE SETTLEMENT AGREEMENT ..... Pages 4
5. How do I know if I'm part of the settlement agreement?
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THE BENEFITS OF THE SETTLEMENT AGREEMENT ..... Page 4-5
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HOW TO BENEFIT FROM THE SETTLEMENT AGREEMENT – REQUESTING A SETTLEMENT CLAIM REVIEW ..... Page 5
9. How can I benefit from the settlement agreement?
10. Am I giving up anything for my settlement agreement benefits?

YOUR RIGHTS -- GETTING OUT OF THE SETTLEMENT AGREEMENT ..... Pages 5-6
11. What if I do not want to be part of the settlement agreement?
12. How do I exclude myself from (*i.e.*, "opt-out" of) the settlement agreement?
13. If I exclude myself, can I get benefits from the settlement agreement or object to it?

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT AGREEMENT ..... Pages 6-7
14. How do I object to the settlement agreement?
15. What's the difference between objecting and excluding myself?

YOUR RIGHTS – APPEARING IN THE LAWSUIT ..... Pages 7
16. Can I submit comments or appear to speak to the Court in this lawsuit about the settlement agreement?

IF YOU DO NOTHING ..... Page 7
17. What happens if I do nothing at all?

THE LAWYERS REPRESENTING YOU ..... Pages 7-8
18. Do I have a lawyer in this lawsuit?
19. How will Class Counsel be paid?

THE COURT'S FAIRNESS HEARING ..... Page 8
20. When and where will the Court decide whether to approve the settlement agreement?
21. Do I have to come to the Fairness Hearing?
22. May I speak at the Fairness Hearing?

GETTING MORE INFORMATION ..... Page 9
23. Are more details available?

FORM TO REQUEST A SETTLEMENT CLAIM REVIEW ..... attachment

FORM TO OPT OUT ..... attachment

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to advise persons, who may meet the definition of the Class set by the Court, about the proposed agreement to settle the lawsuit. The lawsuit is a class action. Before the Court decides whether to give final approval to the settlement agreement, Class members – that is, persons who meet the definition of the Class set by the Court – have a right to know their legal rights and options in the proposed settlement agreement to resolve the lawsuit.

The Court in charge of the lawsuit is the United States District Court for the District of Columbia. The lawsuit is formally called *GREENBERG v. CAROLYN W. COLVIN, in her official capacity as Acting Commissioner of the Social Security Administration, and THE SOCIAL SECURITY ADMINISTRATION*, No. 1:13-cv-01837-RMC (D.D.C.). The person who sued SSA is a man by the name of Mr. Ephraim Greenberg. He is known in the lawsuit as the "named plaintiff" or the "class representative." The defendants in the lawsuit are SSA and Carolyn Colvin, in her official capacity as Acting Commissioner of SSA.

2. What is the lawsuit about?

On November 21, 2013, Ephraim Greenberg started the lawsuit by filing a complaint with the Court. The lawsuit focuses on reductions to payments made by SSA to certain persons for Social Security old age, survivors, and disability insurance benefits (OASDI benefits). The lawsuit alleges that SSA made these reductions by misapplying the Windfall Elimination Provision in the Social Security Act. This provision, also known as the "WEP," is found in Section 113 of the Social Security Amendments of 1983, Pub. L. 98-21, 97 Stat. 65 (Apr. 20, 1983), as amended, (*codified a*t 42 U.S.C. §§ 415(a)(7), 415 (d)(3), and 415(f)(9)), and/or 20 C.F.R. § 404.213.

Mr. Greenberg's complaint alleges that SSA instituted a policy and/or engaged in a practice that treats NII Old Age Benefits as a "two-tiered" pension that is based in part on the recipient's earnings in employment. His complaint also alleges that SSA misapplied and continues to misapply the WEP to reduce Class members' payments for OASDI benefits, if the Class member received NII Old Age Benefits. According to Mr. Greenberg's complaint, by applying that policy and/or practice and generally misapplying the WEP, SSA improperly reduced the payments of Mr. Greenberg, as well as other persons, for OASDI payments..

The lawsuit asks the Court to enter a judgment (1) declaring that SSA and the Commissioner's policy and/or practice treating NII Old Age Benefits as a "two-tiered" pension is unlawful, (2) requiring SSA to rescind that policy and practice, and (3) requiring SSA to compensate Class members for the reductions that SSA made to their OASDI payments because of that policy and/or SSA's general misapplication of WEP.

3. Why is this a class action?

In a class action, one or more "class representatives" sue on behalf of all those persons with the same types of claims arising from the same events. In the lawsuit, Mr. Greenberg is the class representative, and he is suing to obtain payments for a class of individuals with a specific type of claim for compensation. That class is called the settlement Class, and its members—those who meet the "Class" definition—are the Class members. In a class action, one court resolves the issues for all Class members.

4. Why is there a settlement agreement?

The Court has not decided in favor of the members of the Class or the defendants in the lawsuit. Rather, both sides agreed to settle this case to avoid the cost, delay, and risk of protracted litigation. The class representative (Mr. Greenberg) and the lawyers appointed by the Court to represent the members of the Class in the lawsuit believe the proposed settlement is in the best interests of all Class members.

WHO IS IN THE SETTLEMENT AGREEMENT

5. How do I know if I am part of the settlement agreement?

You may be eligible to receive a money payment and the other benefits provided for by the settlement agreement if you are one of the persons in the Class. A person who is in the Class is referred to in this Notice as a "Class member." The Court decided that the Class is comprised of:

"every person who is a Beneficiary and who either:

(a) has had his or her OASDI Benefits payment(s) reduced by SSA since September 3, 2004 through application of the WEP based on his or her receipt of NII Old Age Benefits, or,

(b) been assessed an Overpayment(s) by SSA since September 3, 2004 through application of the WEP based on his or her receipt of NII Old Age Benefits."

In this definition of "Class," the following terms have the following means:

- "Beneficiary" means a person or persons, or his/her Representative Payee(s) as provided under the Act who has received or is receiving OASDI Benefits payment(s), or, if such person(s) is deceased, the estate or heirs of such person(s), as applicable.
- "OASDI Benefits payment(s)," means Old Age, Survivors, and/or Disability Insurance payments paid by SSA to Class members under Title II of the Social Security Act.
- "Overpayment" means any determination by SSA that a Beneficiary has been overpaid an OASDI Benefits payment(s) and that the recipient would have to repay the overage and/or that the overage would be subtracted from OASDI Benefits payment(s) or other benefits.
- "Representative Payee(s)" means a person who has been selected or appointed to receive OASDI Benefits payments on behalf of any Beneficiary pursuant to the Act and its regulations.

The Court certified the Class as a plaintiff class under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

6. Are there exceptions to being included in the settlement?

Even if you are someone who meets the definition of a Class member described in Section 5, you are not in the Class, and not part of the settlement agreement, if you exclude yourself from the settlement by following the "opt-out" procedures described in Section 12 of this Notice.

The BENEFITS OF THE SETTLEMENT AGREEMENT

7. What does the settlement agreement provide?

The following description summarizes the key benefits of the settlement agreement:

- **Monetary payment**. Subject to meeting certain eligibility requirements, SSA shall pay to each Class member:

  (a) the full amount of all reductions, if any, that SSA made to the Class member's payments for Social Security old age, survivors, and disability insurance benefits since September 3, 2004 through application of the WEP based on his or her receipt of NII Old Age Benefits;

  (b) and, the full amount of all collections, if any, that SSA has made for any Overpayment(s) that have been assessed since September 3, 2004 against the Class member through application of the WEP based on his or her receipt of NII Old Age Benefits;

  (c) less, the percentage, if any, of the amounts described in (a) and (b) that the Court awards for attorney fees to the lawyers appointed by the Court to represent the members of the Class in the lawsuit. Those lawyers are called "Class Counsel."

- **Rescission of the policy and practice of applying WEP to NII Old Age Benefits.** The settlement agreement requires SSA to rescind its policy and practice of applying WEP to NII Old Age Benefits and to no longer reduce payments for OASDI benefits because the recipient receives NII Old Age Benefits.

9. What happens if this Court does not approve the settlement agreement?

If the Court does not approve the settlement agreement after the Fairness Hearing, then the settlement agreement will be dissolved and have no effect.

How To Benefit From The Settlement Agreement

10. How do I submit a claim for settlement benefits?

To be eligible to receive a money payment provided for under the settlement agreement, you must timely and properly contact SSA no later than **[DATE]** to request that SSA conduct a "Settlement Claim Review" of your record at SSA. You can contact SSA to request this review by:

- calling one of the toll-free numbers set up by SSA for this class action lawsuit (access charges may apply). Those phone numbers are listed in Section 23 of this Notice; or

- completing and mailing the enclosed Settlement Claim Review request form to SSA. If you complete the form, you must mail it to: Social Security Administration, Attn: Greenberg Lawsuit, Request for Settlement Claim Review, Office of International Operations, PO Box 33001, Baltimore, Maryland 21290-3001 USA.

You can also ask Class Counsel to ask SSA to do this review on your behalf by contacting Ira T. Kasdan, Esq., the lead attorney for Class Counsel. His contact information appears in Section 18, below.

To be valid, the request for a Settlement Claim Review must be made no later than **[DATE]**. Settlement Claim Review requests that are mailed, but have a post-mark date outside of that time period, are invalid.

The Settlement Claim Review is the process by which SSA determines that: (1) you are a Class member, (2) you have not excluded yourself from the Class and the settlement agreement by following the opt-out procedures discussed in Section 12 of this Notice, and (3) you are eligible for a payment of money provided for under the settlement agreement. As part of this review process, SSA might ask you for some information or documents.

11. Am I bound by the settlement agreement?

If you are a Class member, all decisions made by the Court in the lawsuit and about the settlement agreement will apply to you. Therefore, if the Court approves the settlement agreement, and you do not affirmatively exclude yourself from the Class and the settlement agreement, you will be bound by the settlement agreement's provision providing that Class members release their claims against the defendants. That means, you give up your right, if any, to be part of any other lawsuit or administrative proceeding against SSA and the Commissioner that includes the legal claims in this lawsuit.

Your Rights - Getting Out Of The Settlement Agreement

12. What if I don't want to be part of the settlement agreement?

You do not have to take part in the settlement agreement or be a Class member. This is called "excluding" yourself or "opting out."

If you opt-out: (1) you will not receive payment from SSA under the terms of the settlement; (2) you cannot object to the settlement; and (3) any Court orders regarding the settlement and the

lawsuit will not apply to you. By opting-out, however, you keep your right, if any, to be part of any other lawsuit or administrative proceeding against SSA that includes the legal claims in this lawsuit.

12. How do I exclude myself (i.e., "opt out") of the settlement agreement?

To opt-out of the Class and settlement agreement, you must fully complete, sign, and mail the enclosed Opt-Out form on or before **[INSERT DATE]** to: Kelley Drye & Warren LLP, Attn: Greenberg Lawsuit Opt-Out, 3050 K Street, N.W., Suite 400, Washington, DC 20007-5108 USA.

If you are represented by your own attorney, the Opt-Out form must be signed by yourself, as well as by the attorney who represents you. An Opt-Out form signed by your attorney alone shall not be sufficient.

Opt-out forms that have a post-mark date after **[INSERT DATE]** are invalid.

If you do not follow these instructions properly, you will lose your right to opt-out. Any Class member who elects to opt out of the settlement and from being a Class member pursuant to this section shall not be entitled to relief provided by the settlement agreement.

13. If I opt out of the settlement agreement, can I get the benefits from it or object to it?

No. If you opt-out, you are ineligible to receive any benefits under the settlement agreement, including any payment from SSA provided for under the terms of the settlement agreement.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT AGREEMENT

14. How do I object to the settlement agreement?

If you are a Class member and do not exclude yourself (*i.e.*, you don't "opt-out"), you can tell the Court that you do not like the settlement agreement or some part of it or otherwise comment on it. This is called "objecting" to the settlement agreement. For example, you can say you do not think the settlement agreement is fair or adequate, or that you object to the amount of the attorney fees requested by Class Counsel. The Court will consider your views but may approve the settlement agreement and/or Class Counsel's application for attorney fees anyway.

To exercise this objection right, a Class member must provide written notice of his or her objection or comment via first class mail to Class Counsel, counsel for defendants' counsel, and the Court. The objection or comment must: bear the signature of the Class member; bear the Class member's full name, current address and telephone number; and state all of the Class member's objections, the exact nature of those objections, and whether or not the Class member intends to appear at the Fairness Hearing. If the Class member is represented by his or her own lawyer, the notice of objection shall also be signed by that lawyer. An objection notice failing to contain the aforementioned information and signatures shall not be valid. An objection notice must be postmarked or personally delivered on or before **[DATE]**. Objections that are postmarked or personally delivered after that date shall not be valid.

The objection or comment must be postmarked or personally delivered by hand to all three of the following places on or before **[DATE]**:

Class Counsel	Defendants' Counsel	The Court
Ira T. Kasdan, Esq. KELLEY DRYE & WARREN LLP, 3050 K Street, N.W., Suite 400, Washington, DC 20007 USA	Etzion Brand, Esq. Office of the General Counsel, Social Security Administration 6401 Security Blvd., Room 617 Baltimore, MD 21235 USA	United States District Court for the District of Columbia Attn: Judge Rosemary Collyer, re: Greenberg v. Colvin, Case No. 1:13-cv-01837-RMC 333 Constitution Avenue, N.W. Washington, DC 20001 USA

15. What is the difference between objecting and excluding myself?

Objecting is the way to tell the Court that you do not like something about the settlement. You can object only if you remain a Class member and a part of the settlement agreement.

Excluding yourself (*i.e.*, "opting out") is the way to tell the Court you do not want to be a part of the settlement agreement and do not want to be a Class member, and that you do not want to release any claims that you have against the defendants in the lawsuit relating to the legal issues in the lawsuit. If you opt out, you cannot object because the settlement agreement does not affect you anymore.

YOUR RIGHTS – APPEARING

16. Can I submit comments or appear to speak in the lawsuit about the settlement agreement?

Yes. As long as you do not exclude yourself or "opt-out," you have the right to appear and speak for yourself in the lawsuit and about the settlement agreement. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you (or your lawyer) want to appear in the lawsuit, you must send the Court a paper called a "Notice of Appearance." The Notice of Appearance should say you want to appear in *Greenberg*, et al. *v. Colvin*, et al., Case No. 1:13-cv-01837-RMC. If you want to appear in the lawsuit and speak at the Fairness Hearing, your Notice of Appearance must also say that you (or your lawyer) intend to speak at the Fairness Hearing.

The Notice of Appearance must be filed with the Court. The address of the Court for filing a Notice of Appearance is: Clerk of the Court, United States District Court for the District of Columbia, 333 Constitution Ave., N.W., Washington, DC 20001 USA. You must also send copies of the Notice of Appearance to Class Counsel and defendants' counsel at their addresses listed above in Section 14 of this Notice.

Reminder: If you are going to ask to speak at the Fairness Hearing about any objections or comments you have to the settlement agreement, your Notice of Appearance and your written objection or comment must be mailed and postmarked before **[DATE]**.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you are a Class member of the Settlement Class and do nothing, you will be part of the settlement agreement and remain a Class member and all of the Court's orders in the lawsuit, including those regarding the settlement agreement will apply to you. You will have released the defendants in the lawsuit from all claims, if any, that you might have against them relating to the subject matter of the lawsuit. You will not be able to start a lawsuit or administrative process against those defendants or continue to be part of any other administrative process or lawsuit against them based on claims relating to the subject matter of the lawsuit that could have been asserted against the defendants in the complaint filed by Mr. Greenberg in the lawsuit. However, if you are eligible for a payment under the settlement, you must contact SSA to arrange for a review of your record by calling one of the toll-free numbers listed in Section 23 or by completing and mailing the "Settlement Claim Review" form to SSA.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the lawsuit?

The Court has designated the law firm of Kelley Drye & Warren LLP to represent you and all Class members of the Settlement Class. This law firm is called "Class Counsel." The Court has accepted Ira T. Kasdan, Esq. of that Firm as the Lead Attorney for Class Counsel. The address, phone number, fax number, and email address for Mr. Kasdan is as follows:

Ira T. Kasdan, Esq.
KELLEY DRYE & WARREN LLP
3050 K Street, N.W., Suite 400
Washington, DC 20007 USA
Phone: (202) 342-8400
Fax: (202) 342-8451
Email: SSACase@kelleydrye.com

19. How will the Class Counsel be paid?

At the "Fairness Hearing," which is further discussed in Sections 20-22 of this Notice, Class Counsel will ask the Court to approve its application for an award of attorney fees for filing the lawsuit, for all the work they have done representing the Class in reaching a settlement, and for any work that will be done to implement it.

In its application, Class Counsel intends to ask the Court to award it attorney fees up to 25% of the total amount that SSA pays to the Class members pursuant to the settlement agreement. If the Court grants Class Counsel's fees application, these fees would be subtracted from each payment of money that SSA pays to Class members pursuant to the settlement agreement. As a result, any payment by SSA to a Class member pursuant to the settlement agreement would be reduced by the percentage, if any, that the Court sets in its ruling on Class Counsel's attorney fees application.

Class Counsel has to file its application for an award of attorney fees at least 45 days before the Fairness Hearing. After that application is filed, it will be posted to www.ssa.gov/greenberg, where you can view it.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a hearing regarding the fairness of the settlement, *i.e.*, a "Fairness Hearing," At this hearing, the Court will consider whether the settlement agreement is fair and adequate. If there are objections or comments, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement agreement.

At this hearing, the Court will also consider Class Counsel's application for an award of attorney fees and reimbursement of its out-of-pocket expenses and any objections made to that application. After the hearing, the Court will decide whether and/or to what extent to approve that application.

This hearing will be held before the Honorable Rosemary M. Collyer, United States District Court Judge at: United States District Court for the District of Columbia, Courtroom 8, 333 Constitution Avenue, N.W., Washington, DC 20001 USA.

The Fairness Hearing is currently scheduled for June 30, 2015 at 9:30 AM in Courtroom 8 of the United States District Court for the District of Columbia. Note that the date and time of the Fairness Hearing and the courtroom in which is to be held are still subject to change, so it is a good idea to continue to check www.ssa.gov/greenberg for any updates on those details regarding the Fairness Hearing, particularly if you wish to attend that hearing.

21. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you submit a written objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection or comment on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

22. May I speak at the Fairness Hearing?

You can ask the Court to allow you to speak at the Fairness Hearing. To do so, you must send the Court a Notice of Appearance that includes a statement that you want to appear and speak at the Fairness Hearing. Section 16 of this Notice explains how to submit a Notice of Appearance.

GETTING MORE INFORMATION

17. ARE THERE OTHER DOCUMENTS?

This Notice summarizes the settlement agreement. More details are in the settlement agreement itself. A copy of the settlement agreement may be found at www.ssa.gov/greenberg or you may request to be mailed a copy of the settlement agreement by writing to the Lead Attorney for Class Counsel at the address provided for him in Section 18 of this Notice.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, DC 20001 USA.

If you have any questions about this Notice or the settlement agreement, you can:

- visit www.ssa.gov/greenberg
- write to the Lead Attorney for Class Counsel at the address provided for him in Section 18 of this Notice; or,
- call SSA at one of the toll-free numbers that it has set up for this class action lawsuit (access charges may apply). If calling from:
    - USA (domestic), please dial 855-727-8115;
    - Israel Barak, please dial 180-931-5817;
    - Chile Entel, please dial 1230-020-2354;
    - South Africa, please dial 0800-999-542;
    - United Kng BT, please dial 0808-234-8814

* * * * * * *

EXHIBIT 2

If the Social Security Administration (SSA) reduced your benefits because you received old age benefits from the National Insurance Institute of Israel (NII), you could receive money from a class action settlement.

- A settlement for Class members has been proposed in a class action lawsuit against the United States Social Security Administration (SSA). The lawsuit claims that SSA wrongly reduced some payments for Social Security old age, survivors, and disability insurance benefits by applying the Windfall Elimination Provision (WEP) if a person received old age benefits from the National Institute of Israel (NII Old Age Benefits). As part of the settlement, SSA has agreed not to apply WEP due to receipt of NII Old Age Benefits.
- You may be a member of this Class if SSA applied the WEP to your SSA benefits based on your receipt of NII Old Age Benefits on or after September 3, 2004. If you are a member of the Class, you may be eligible for a payment under the settlement.
- In order for SSA to determine if you are eligible for a payment, you must contact SSA to arrange for a review of your record.
- The United States District Court for the District of Columbia authorized this Notice. Before the settlement is effective, the Court will have a hearing to decide whether to approve it.
- Your legal rights are affected whether you act or don't act. Please read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT:	
Ask SSA To Conduct A Settlement Claim Review	To determine if you are eligible for a payment under the settlement, you must contact SSA to arrange for a review of your record by calling one of the toll-free numbers in Section 2, below, or by completing and sending the enclosed "Settlement Claim Review" form to SSA. If you do not contact SSA, SSA may not review your record.
Exclude Yourself (also known as "opting-out")	You won't be part of the Class or the settlement if you send in the enclosed Opt-Out form. You won't get your record reviewed under the settlement. However, you will keep your right to make claims against SSA in another lawsuit or administrative proceeding.
Object	You can write to the Court about why you don't like the settlement.
Go To A Hearing	You can ask to speak in Court about the fairness of the settlement.
Do Nothing	You will be part of the Class and could have your record reviewed. However, you must contact SSA to start the review process. If you are part of the Class, you will give up your right, if any, to be part of any other lawsuit or administrative proceeding against SSA that includes the legal claims in this lawsuit.

These rights, options, and deadlines are explained in this Notice. You can review the proposed settlement agreement and get more information, including a detailed notice, at http://www.ssa.gov/greenberg/ or by calling one of the toll free numbers set up by SSA for this

case (access charges may apply). Those numbers are listed in Section 2 of this Notice.

1. Do I Have A Lawyer In The Lawsuit?

The Court chose the law firm of Kelley Drye & Warren LLP to represent you and all Class members in the lawsuit. This law firm is called "Class Counsel." The Court has accepted Ira T. Kasdan, Esq. of that firm as the Lead Attorney. Mr. Kasdan's contact information is: Ira T. Kasdan, Esq., KELLEY DRYE & WARREN LLP, 3050 K Street, N.W., Suite 400, Washington, DC 20007 USA; Tel (202) 342-8400; fax: (202) 342-8451; email: SSACase@kelleydrye.com.

2. What Do I Need To Do To Get A Payment?

In order to be eligible to receive a payment provided for by the settlement, you must timely and properly contact SSA no later than **[DATE]** to request SSA to conduct a "Settlement Claim Review" of your record at SSA. You can contact SSA to request this review by:

- calling one of the toll-free numbers set up by SSA for this class action lawsuit (access charges may apply). If calling from:
  - USA (domestic), please dial 855-727-8115;
  - Israel Barak, please dial 180-931-5817;
  - Chile Entel, please dial: 1230-020-2354;
  - South Africa, please dial: 0800-999-542;
  - United Kng BT: 0808-234-8814; or
- completing and mailing the enclosed Settlement Claim Review request form to SSA. If you complete the form, you must mail it to: Social Security Administration, Attn: Greenberg Lawsuit, Request for Settlement Claim Review, Office of International Operations, PO Box 33001, Baltimore, Maryland 21290-3001 USA.

You can also ask Class Counsel to ask SSA to do this review on your behalf by contacting the Lead Attorney for Class Counsel. His contact information appears in Section 1, above.

As part of the review of your claim, SSA might ask you for some information or documents.

3. What If I Don't Want To Be Part Of The Settlement?

If you do not want to take part in the settlement or be a Class member, then you must exclude yourself, known also as "opting-out," of the settlement and from being a Class member. To opt-out, you must complete, sign, and mail the enclosed opt-out form on or before **[INSERT DATE]** to: Kelley Drye & Warren LLP, Attn: Greenberg Lawsuit Opt-Out, 3050 K Street, N.W., Suite 400, Washington, DC 20007-5108 USA.

4. What Happens If I Opt-out Of The Settlement And From Being A Class Member?

If you opt-out: (1) you will not receive payment from SSA under the terms of the settlement; (2) you cannot object to the settlement; and (3) any Court orders regarding the

settlement and the lawsuit will not apply to you. By opting-out, however, you keep your right, if any, to be part of any other lawsuit or administrative proceeding against SSA that includes the legal claims in this lawsuit.

5. How Will Class Counsel Be Paid?

At the Fairness Hearing, further discussed in Section 8 of this Notice, Class Counsel will ask the Court to approve its application for an award of attorneys' fees for filing the lawsuit, for all the work they have done representing the Class in reaching a settlement, and for any work that will be done to implement it. Class Counsel will ask the Court to award it attorney fees up to 25% of the total that SSA pays to the Class members. If the Court approves the award, SSA would reduce any money paid to a Class member by the percent set by the Court.

Class Counsel has to file its application for an award of attorney fees at least 45 days before the "Fairness Hearing". After that application is filed with the Court, it will be posted to http://www.ssa.gov/greenberg/, where you can view it.

6. How Do I Object To The Settlement Agreement?

If you are a Class member and do not opt-out, you can tell the Court in writing that you do not like the settlement or some part of it, or you can comment on it. This is called "objecting" to the settlement. For example, you can say you do not think the settlement is fair or adequate, or that you object to the amount of the attorney fees requested by Class Counsel. The Court will consider your views but may approve the settlement and attorney fees anyway.

If you are not a Class member because you opted-out, you cannot object to the settlement.

Your written objection or comment must be postmarked or personally delivered by hand to all three of the following places on or before [**DATE**]:

Class Counsel	Defendants' Counsel	The Court
Ira T. Kasdan, Esq. Kelley Drye & Warren LLP 3050 K Street, N.W., Suite 400, Washington, DC 20007 USA	Etzion Brand, Esq. Office of the General Counsel, Social Security Administration 6401 Security Blvd., Room 617 Baltimore, MD 21235 USA	United States District Court For the District of Columbia Attn: Attn: Judge Rosemary Collyer, re: Greenberg v. Colvin, Case No. 1:13-cv-01837-RMC 333 Constitution Avenue, N.W. Washington, DC 20001 USA

7. Can I Comment On Or Appear And Speak In The Lawsuit About The Settlement?

Yes. As long as you do not opt-out, you have the right to appear and speak for yourself in the lawsuit and about the settlement. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you (or your lawyer) want to appear in the lawsuit, you must send the Court a paper called a "Notice of Appearance." The Notice of Appearance should say you want to appear in *Greenberg*, et al. *v. Colvin,* et al., Case No. 1:13-cv-01837-RMC. If you also want to speak at the Fairness Hearing, your Notice of Appearance must also say that you (or your lawyer) plan to speak at the Fairness Hearing. If you want to ask to speak at the Fairness Hearing, you must mail your Notice of Appearance and your written objection or comment before **[DATE]** with the Court at the following address:

Clerk of the Court
United States District Court for the District of Columbia
333 Constitution Ave., N.W.,
Washington, DC 20001 USA.

You must also send copies of the Notice of Appearance to Class Counsel and the Defendants' lawyer at the addresses given for them in Section 6, above.

8. When and Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a hearing regarding the fairness of the settlement, called a "Fairness Hearing." At this hearing, the Court will: (1) consider whether the settlement is fair, adequate, and reasonable; (2) consider any written objections or comments; and, (3) listen to people who have asked to speak at the hearing.

After the hearing, the Court will: (a) decide whether to approve the settlement; and, consider and decide whether and to what extent to award Class Counsel's request for attorney fees, repayment of out-of-pocket expenses, and any objections made to the request.

The Fairness Hearing will be held before the Honorable Rosemary M. Collyer, United States District Court Judge at: United States District Court for the District of Columbia, Courtroom 8, 333 Constitution Avenue, N.W., Washington, DC 20001 USA.

The Court has schedule the Fairness Hearing for June 30, 2015 at 9:30 A.M. in Courtroom 8 of the United States District Court for the District of Columbia. Note that the date and time of the Fairness Hearing and the courtroom in which is to be held are still subject to change, so it is a good idea to continue to check with the Court or http://www.ssa.gov/greenberg/ for any updates on those details about the Fairness Hearing, particularly if you wish to attend that hearing.

9. Are More Details Available?

Yes. You can find more details about this Notice, the lawsuit, and the settlement, and see a full copy of the settlement agreement, by visiting http://www.ssa.gov/greenberg/. If you have any questions about this Notice or the settlement, you may also call one of the toll-free telephone numbers listed in Section 2 of this Notice (access charges may apply) or write to Ira T. Kasdan, Esq., the Lead Attorney for Class Counsel, at the address provided for him in Section 1, above.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at:

Office of the Clerk of the Court
United States District Court for the District of Columbia
333 Constitution Avenue, N.W.,
Washington, DC 20001 USA

* * * * * * *

EXHIBIT 3

SETTLEMENT CLAIM REVIEW REQUEST FORM

To Request SSA To Conduct A Settlement Claim Review
In *Greenberg,* et al. *v. Colvin,* et al., No. 1:13-cv-01837-RMC
(U.S. Dist. Court for D.C.)

**** IN ORDER TO BE ELIGIBLE TO RECEIVE ANY PAYMENT PROVIDED BY THE SETTLEMENT AGREEMENT IN THIS LAWSUIT, YOU MUST REQUEST A SETTLEMENT CLAIM REVIEW ****

By submitting this form, you are requesting and authorizing SSA to conduct a Settlement Claim Review. As part of a Settlement Claim Review, SSA will determine whether you fall within the definition of the "Class" in this class action lawsuit; whether or not you have excluded yourself from the Class and the Settlement Agreement in this class action lawsuit; and whether and to what extent you are eligible for a payment of money from SSA under the Settlement Agreement reached in this class action lawsuit. SSA may need to ask you questions or get additional information from you as part of the Settlement Claim Review process.

Name of Class Member:_____

Address:_____
Street City State/Province Postal Code Country

Telephone:_____
Country Code (if not U.S. phone number) Area Code/Phone No. (Ext. if applicable)

Email address:_____

United States Social Security Number of Class Member: _____ - _____ - _____

I understand that by submitting this form, I am requesting and authorizing SSA to conduct a Settlement Claim Review. I further understand that SSA may ask me questions or that I provide SSA with additional information or documentation as part of the Settlement Claim Review process.

_____
Date Signed

_____
Signature of Class Member, or Executor, Administrator or Personal Representative of Class Member

To be effective as a request for a Settlement Claim Review, this Settlement Claim Review Request Form must be completed in full, signed and sent by regular mail, postmarked, or delivered by hand no earlier than [**DATE**] but no later than [**DATE**], to the address listed below.

SOCIAL SECURITY ADMINISTRATION
Attn: Greenberg Lawsuit, Request for Settlement Claim
Office of Central Operations
Office of International Operations
PO Box 33001
Baltimore, Maryland 21290-3001 USA.

EXHIBIT 4

OPT-OUT FORM

To Exclude Yourself From Being A Class Member and a Part of the Class Action Settlement In *Greenberg*, et al. *v. Colvin*, et al., No. 1:13-cv-01837-RMC (U.S. Dist. Court for D.C.)

This is NOT a Claim Form. It EXCLUDES you from the Settlement Agreement in this Class Action. DO NOT use this Form if you wish to remain IN the Settlement Agreement and a part of the Class.

Name of Class Member:_____

Address:_____
Street City State/Province Postal Code Country

Telephone:_____
Country Code (if not U.S. phone number) Area Code/Phone No. (Ext. if applicable)

Email address:_____

United States Social Security Number of Class Member: _____ - _____ - _____

I understand that by opting out, I will not be eligible to receive any monetary or other relief provided pursuant to the Settlement Agreement of this lawsuit. I further understand that by opting out, I retain whatever right that I might have to assert my own claim against the defendants named in the lawsuit relating to the subject matter of the complaint that has been filed in the lawsuit.

If you wish to opt out of this Class Action, please check the box below:

☐ **By checking this box, I affirm that I wish to be excluded from the Class and Settlement Agreement.**

_____
Date Signed

_____
Signature of Class Member, or Executor, Administrator or Personal Representative of Class Member

_____
Signature of Attorney (if applicable)

NOTE: if you are represented by an attorney, both you and your attorney must sign this form for it to be effective

To be effective as an election to opt-out of the Settlement of this Class Action, this Opt-Out Form must be completed in full, signed and sent by regular mail, postmarked, or delivered by hand, no later than **[INSERT DATE]**, to the address listed below.

The consequences of returning this Form are explained in the Notice of Proposed Class Action Settlement.

If you choose to opt out, you must mail this Opt-Out Form to Class Counsel at the following address, in an envelope postmarked NO LATER THAN [INSERT DATE] or deliver the Form by hand to Class Counsel at the following address postmarked NO LATER THAN [INSERT DATE]:

KELLEY DRYE & WARREN LLP
Attn: Greenberg Lawsuit Opt-Out
3050 K Street, N.W., Suite 400
Washington, DC 20007-5108 USA